DOCUMENT RESUME

ED 154 740 HE 010 061

TITLE Agreement Between Board of Control, Northern Michigan University, and American Association of University Professors, Northern Michigan University Chapter. July 1, 1977-June 30, 1980.
INSTITUTION Northern Michigan Univ., Marquette.
PUB DATE 77
NOTE 76p.; Not available in hard copy due to marginal legibility of original
AVAILABLE FROM Northern Michigan University, Marquette, Michigan 49855

EDRS PRICE MF-$0.83 Plus Postage. HC Not Available from EDRS.
DESCRIPTORS *Collective Bargaining; *College Faculty; *Faculty Workload; Fringe Benefits; Grievance Procedures; Leave of Absence; Negotiation Agreements; *Personnel Policy; *Reduction in Force; Retrenchment; Teacher Administrator Relationship; Teacher Discipline; Teacher Dismissal; Teacher Orientation; Teacher Responsibility; Teacher Salaries; Teacher Strikes; Teacher Welfare

ABSTRACT

The document covers nondiscrimination, separability, negotiations, use of facilities and services, agency shop, dues, faculty orientation week, strikes and lockouts, management rights, faculty participation in academic affairs, grievance procedures, faculty personnel policies, professional responsibilities, budget reduction, reduction in force and recall, leaves of absence, salary and fringe benefits, discipline and dismissal, and the duration of the agreement. A faculty evaluation form is included. (MSF)

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HE010061

AGREEMENT

Between

BOARD OF CONTROL

NORTHERN MICHIGAN UNIVERSITY

and

AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

NORTHERN MICHIGAN UNIVERSITY CHAPTER

ED154740

Northern Michigan University

U.S. DEPARTMENT OF HEALTH
EDUCATION & WELFARE
NATIONAL INSTITUTE OF
EDUCATION

HE010061

July 1, 1977 - June 30, 1980

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AGREEMENT

This is an agreement by and between the Northern Michigan University Board of Control, the Employer, hereinafter referred to as the "Board," and the American Association of University Professors, hereinafter referred to as the "Association."

ARTICLE I

GENERAL PROVISIONS

1.1 Definitions

1.1.1 "Board" means the Board of Control of Northern Michigan University, Marquette, Michigan, a state institution of higher education, and its administrative agents.

1.1.2 "Association" means the American Association of University Professors, Northern Michigan University Chapter.

1.1.3 "Unit" or "bargaining unit" means the bargaining unit defined in Section 1.2.

1.1.4 "Faculty member"or "bargaining unit member" or "unit member" means a person employed in the bargaining unit defined in Section 1.2.

1.1.5 Pronouns of masculine and feminine gender include each other.

1.2 Recognition

1.2.1 The Board recognizes the Association as the exclusive collective bargaining representative of employees of Northern Michigan University in the unit described below for the purpose of negotiating with respect to wages, hours, terms, and conditions of employment. The bargaining unit includes:

> All full-time Northern Michigan University faculty members who hold academic rank as Lecturer, Instructor, Assistant Professor, Associate Professor, or Professor, Professional Librarian, Counselor, Full-time Adjunct Faculty, or Speech Pathologists.

Specifically excluded from the unit are:

All persons not holding academic rank, graduate assistants, tutorial assistants, visiting faculty, directors, Associate Deans, Assistant Deans, Deans, Vice Presidents, Provost, President, and any other supervisors.

1.3 Nondiscrimination

The Board agrees to continue to abide by all federal and state laws regarding discrimination in employment. The Board will not knowingly discriminate against any member of the bargaining unit because of membership or nonmembership in the Association or for engaging in activities which may be supportive of or against the Association or any other employee group, providing such activities do not interfere with the proper performance of job duties. The Board will not knowingly aid, promote, or finance any group or organization (other than the Association) which purports to engage in collective bargaining on behalf of employees in the bargaining unit. The extent of any aid to the Association shall be as specified elsewhere in this Agreement.

1.4 Information

1.4.1 The Board will send to the Association, within fifteen (15) days after the execution of this Agreement, a list (by department or other administrative unit) stating each faculty member's name, sex, tenure status, rank, date of original appointment at Northern Michigan University, date of tenure (if applicable), date of appointment to current rank, date of birth, highest degree held, 1977-78 salary and fringe benefits, and mailing address. The Board will send the Association a list of any changes in the list (including resignations, retirements, or deaths), on a quarterly basis. The Board will also forward to the Association copies of all notices terminating the employment of unit members at the same time such notices are sent to members.

1.4.2 The Board will provide the Association with such additional information from its records as is necessary to enable the Association to carry out its function of bargaining with respect to the wages, hours, and conditions of employment of bargaining unit members; provided, however, that this provision shall not be construed to require the Board to prepare or develop information for the Association or to provide information in any form other than that of copies of already existing records.

In order to enable the Association to meet its responsibility to assure that bargaining unit members are treated in compliance with state and federal laws regarding discrimination, the Board agrees to meet all reasonable requests by the Association for providing data related to such compliance.

1.5 Separability; Minimum Requirements; Negotiations

In the event that any provision of this Agreement, in whole or in part, is declared to be illegal, void, invalid, or unenforceable by any court of competent jurisdiction or by any administrative agency having jurisdiction, all of the remaining terms, conditions, and provisions of this Agreement which are not rendered meaningless, inoperable, or ambiguous as a consequence of the declaration shall remain in full force and effect.

1.5.1 This Agreement states minimum terms and conditions for employment or continued employment of a member of the bargaining unit, and the Board shall not employ a member on terms less favorable to her or him than those stated herein without the consent of the affected individual and the Association.

1.5.2 Not more than three (3) representatives designated by the Board and not more than three (3) representatives designated by the Association shall confer at such reasonable times as either party may request to consider problems concerning this Agreement or other matters of mutual concern. Such meetings shall not exceed one (1) in each calendar month except by mutual agreement. The party requesting such a meeting shall give the other party a written request at least one (1) week in advance. Such notice shall specify the agenda of items to be discussed, and no other items shall be considered except by mutual agreement.

1.5.3 The parties shall commence negotiations toward a modification of this Agreement no later than one hundred and twenty (120) days prior to its expiration date, unless a valid legal question concerning the Association's representational status is raised prior to the commencement of such one hundred and twenty (120)-day period. Each party shall give the other party written notice of desired contract changes or additions prior to the commencement of such negotiations.

1.6 Association Use of Facilities and Services

1.6.1 The Association shall be afforded:

a. the right to send through the regular University campus mail service newsletters and such other communications as are necessary to the conduct of the Association's business as a collective bargaining agent, provided such use of the mail shall not cause an unreasonable load on the system;

b. use of campus bulletin boards for notices of Association meetings and other official Association business;

c. the privilege of scheduling Association meetings on campus in appropriate facilities free of charge, provided written requests for such space are made a reasonable time in advance and suitable facilities are available at the time requested.

d. the privilege of contracting, at the same rate charged to registered campus organizations, for such of the following services as are needed for the Association's conduct of its business as a collective bargaining agent: printing address labels, label affixing, material folding and insertion, duplicating, copying, audio-visual, computer, food.

e. The Board shall provide the Academic Senate with office space, duplicating and mail services and half-time secretarial support for purposes specified in Section 3.3.1.4.

1.6.2 In order to facilitate the process of academic governance as structured in this Agreement, the equivalent of two (2) FTE positions shall be provided on a released-time basis to be allocated by the Provost each semester after consulting with the Association. There will be a Letter of Intent accompanying this clause which will indicate the specific positions among which the two (2) FTE are to be allocated.

1.7 Agency Shop

1.7.1 During the life of the Agreement and to the extent the laws of the State of Michigan permit, every bargaining unit member beginning with the month following:

a. thirty (30) calendar days after the execution of this Agreement; or thirty (30) days after employment in the bargaining unit, whichever date is later, and monthly thereafter,

b. shall tender to the Association, as a condition of continued in the bargaining unit, either periodic and uniformly required Association Dues, or, in the alternative, a service charge in an amount not greater than the periodic and uniformly required Association Dues, which service charge shall be deposited by the Association in the Northern Michigan University Scholarship Fund.

1.7.2 An employee shall be terminated at the end of the current semester under Section 1.7.1 of this Article when:

a. the Association first has notified the employee by letter, explaining that the faculty member is delinquent in not tendering either periodic and uniformly required Association Dues or service charge in an amount not greater than

the periodic and uniformly required Association Dues, specifying the current amount of such delinquency, and warning the employee that unless such dues or service charge fees are tendered within thirty (30) calendar days, the employee will be reported to the Board for termination as provided in this Article; and

b. the Association has furnished the Board with written proof that the procedure of Subsection (a) of 1.7.1 of this Article has been followed or has supplied the Board with a copy of the letter sent to the employee and notice that the employee has not complied with the request. The Association must specify further, when requesting the Board to terminate the employee, the following by written notice: "The Association certifies that _____ has failed to tender either the periodic and uniformly required Association Dues or service charge required as a condition of continued employment under the collective bargaining agreement and that under the terms of the agreement, the Board is requested to terminate the employee at the end of the semester."

1.7.3 The Association shall indemnify and save the Board harmless from any and all claims, demands, suits, or any other action arising from this Article or from complying with any request for termination under this Article.

1.7.4 The Board will advise new employees of their obligations under this Article, in writing, and will provide them with an authorization for deduction of Association Dues or Service Charge form and the address of the Association's headquarters.

1.8 Dues or Service Fees Checkoff

1.8.1 During the life of this agreement and any extension thereof, and to the extent the laws of the State of Michigan permit, the Board agrees to deduct periodic Association membership dues or service fees levied in accordance with the bylaws of the Association from the pay of each unit member, who through the Treasurer of the Association, voluntarily executes the following authorization form:

VOLUNTARY AUTHORIZATION FOR
DEDUCTION OF ASSOCIATION DUES OR SERVICE FEES
AAUP, NMU CHAPTER

Name _____

Department _____

I authorize the Board to deduct from wages earned or to be earned by me Association Dues or Service Fees, and any increases therein instituted by the Association, as certified to the Board by the Treasurer of the Association, and to remit the same to the Association at such time and in such manner as may be agreed upon between the Board and the Association.

This authorization and direction may be revoked by the undersigned by submission to the Board of a written revocation. If no such written revocation is received, this authorization shall be irrevocable until the termination of the collective bargaining agreement between the Board and the Association which is in force at the time of the delivery of this authorization.

_____
Signature of Unit Member

Check one:

☐ Union Dues

☐ Service Fee

_____
Address

_____
Date of Signature

_____
Date of Delivery to Board

1.8.2 The following certification form shall be used by the Association when certifying membership dues or service fees:

CERTIFICATION OF ASSOCIATION TREASURER

I certify that the membership dues or service fees for unit members is _____ per biweekly pay period.

_____
Date

_____
Association Treasurer

_____
Date of Delivery to Board

1.8.3 Payroll deduction shall be made only from the pay of unit members each biweekly pay period; provided, however, the initial deduction for any unit member shall not begin unless both (1) a properly executed "Voluntary Authorization for Deduction of Union Dues or Service Fees" and (2) the amount of the dues or service fees (computed on a biweekly rate) certified by the Treasurer of the Association has been delivered to the Board at least thirty (30) calendar days prior to the last payday of the calendar month.

Changes in the amount of the dues or service fees must be delivered to the Board at least thirty (30) calendar days prior to the last day of the biweekly pay period in which the change will become effective.

1.8.4 All sums deducted by the Board shall be remitted to the Treasurer of the Association at an address given to the Board by the Association, once each biweekly pay period following the period in which the deductions were made.

1.8.5 The Association agrees to make whatever adjustments are necessary directly with an employee who may, as a result of this deduction procedure, pay more or less than the Association's dues or service fees.

1.8.6 The Board shall not be liable to the Association by reason of the requirements of this article for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the unit member. In addition, the Association shall indemnify and save the University harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this Article, or in reliance on any list, notice, certification, or authorization furnished under this article.

1.9 Faculty Orientation Week

The Board will provide allotted time not to exceed a total of two (2) hours for the Association to call a meeting of bargaining unit members during faculty orientation week each fall.

1.10 Complete Agreement

This collective bargaining agreement represents the complete agreement between the parties and supersedes any and all prior agreements, understandings, customs, and practices. This agreement incorporates all the mutually-agreed-to subjects of negotiation, and both parties acknowledge that they were free to discuss all matters of concern dealing with wages, hours, and working conditions. The parties further acknowledge their mutual right during the term of this agreement, to initiate good faith negotiations on any matters of concern dealing with wages, hours, and

working conditions which are not covered by this agreement and were not the subject of any proposals by either party during the negotiations leading to this agreement. This collective bargaining agreement may be amended, modified, or supplemented only by a written document signed by authorized representatives of both parties.

1.11 No Strike or Lockout

The Association agrees that it will not engage in or sanction or support any strike, work stoppage, work slowdown, or other job action which in any way interferes with the normal operation of the University. The Board agrees that it will refrain from locking out members of the bargaining unit or from any threat thereof.

ARTICLE II

MANAGEMENT RIGHTS

Subject only to any limitations imposed by the express and specific terms of this Agreement, the Board hereby retains and reserves unto itself all powers, rights, and authority to manage, direct, and control the University and its program, properties, facilities, and employees, including, without limiting the generality of the foregoing, the rights:

(1) to hire all employees, to determine their qualifications and compensation and the conditions for their continued employment, and to dismiss, demote, discipline, promote, transfer, assign, lay off, and recall all such employees;

(2) to establish, modify, and abolish programs and courses of instruction, as deemed necessary or advisable by the Board;

(3) to determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of faculty and other employees with respect thereto;

(4) to reassign, at its discretion, department heads, deans and other administrators who hold academic rank in a department in full-time faculty status in that department.

ARTICLE III

FACULTY PARTICIPATION IN ACADEMIC AFFAIRS

3.1 Departmental Affairs

3.1.1 Bylaws

3.1.1.1 The bylaws of a department will constitute the means whereby that department agrees to conduct its internal affairs. No departmental bylaw shall contravene or conflict with any provision of this Agreement, including particularly Article II hereof. Departmental bylaws and any revisions thereof must be approved initially by the School Advisory Council (hereinafter described, and herein called "SAC"), and then by the dean of the school (as the Board's agent) in which the department resides. The dean's approval or rejection shall be based upon whether or not the bylaws contravene or conflict with any provision of this Agreement. In the event of rejection of any bylaws by a dean, he shall provide the SAC and the department with his reasons in writing, and shall point out how the bylaws can be revised to satisfy his objections. Such bylaws shall remain in effect unless amended in accordance with the procedures described above or superseded by changes in this Agreement.

3.1.2 Department Heads

3.1.2.1 Present department heads will continue to function in accordance with the terms of their appointments, except as provided in 3.1.2.6 below. The provisions which follow shall pertain only to vacancies in department head positions arising after July 1, 1976.

3.1.2.2 When a department headship becomes vacant, the dean of the school, after consultation with the department, shall formulate specific guidelines regarding replacement procedures. These shall include the specification of whether internal and/or external candidates shall be considered; desired qualifications; and budgetary considerations. The department will formulate its recommendation(s) among all candidates and forward same to the dean, with supporting rationale, in the same manner as is provided in Article V with respect to appointment of new faculty members.

3.1.2.3 The dean will review the departmental recommendation(s) with the Provost. If the department's recommendation is approved by the dean and the Provost, the Provost shall recommend the appointment of the candidate to the President. If the department's recommendation(s) is or are unacceptable, the dean shall request the department to submit further recommendation(s).

3.1.2.4 Each newly appointed department head shall be appointed to office by the Board for a definite term not exceeding three (3) years and shall serve in that administrative capacity at the discretion of the Board. A department may, at its discretion, submit to the dean a confidential evaluation of the department head. Upon expiration of a specified term or in the event the position becomes vacant sooner by reason of resignation or incapacity, or by reason of removal from office by action of the Board, the procedure for refilling the position shall be as specified in Sections 3.1.2.2 and 3.1.2.3.

3.1.2.5 In the event a department head position is not filled in a timely fashion through the preceding procedures, the Board may appoint an acting department head for a term not to exceed one (1) year provided, however, that the Board has the right through this procedure to appoint the same individual to additional one (1) year terms if the procedures specified in 3.1.2.2 and 3.1.2.3 fail to produce agreement.

3.1.2.6 The terms of office of present department heads who were appointed from within the department after July 1, 1974 shall expire on July 1, 1978 and the procedures specified above shall be followed at that time. It is understood that the incumbent shall be eligible for reappointment. Any other department head who wishes to do so may, with the approval of his dean, become subject to the provisions of this section (3.1.2.6).

3.2 School Level Affairs

3.2.1 School Advisory Councils

3.2.1.1 Each departmentally organized school (or academic unit not affiliated with a departmentally organized school) shall have a School Advisory Council (SAC). The SAC in each school shall be selected from among the school's faculty in such manner as the faculty of the school shall determine, provided that within the Schools of Business and Management, Education, and Nursing, each department shall have at least one (1) representative and within the School of Arts and Science no department shall have more than one (1) representative.

3.2.1.1.1 For the purpose of this contract the bargaining unit members assigned to the Library will be considered a department in the School of Education (Section 3.1.2 does not apply to the Library).

3.2.1.1.2 For purposes of this Agreement, each faculty member assigned to the Counseling Center shall be considered a member of the department in which he holds academic rank.

3.2.1.2 Each SAC shall review and recommend to the dean of the school the approval of bylaws proposed by departments within the school, as provided in Section 3.1.1.1 above. If the SAC rejects the bylaws of a a department or any portion thereof, it shall inform the department in writing how the bylaws can be revised to satisfy its objections.

3.2.1.3 Each SAC shall review all recommendations of departments for promotion, tenure, or termination as provided in Article V.

3.2.1.4 Each SAC shall act in an advisory capacity to the dean on matters affecting the operation and implementation of the school's academic programs or on matters referred to it by the dean.

3.2.1.5 SAC bylaws and procedures shall be reviewed and approved by the FRC. If the FRC rejects the bylaws or procedures of the SAC or any portion thereof, it shall inform the SAC in writing how the bylaws can be revised to satisfy its objections.

3.3 Faculty-wide Affairs

3.3.1 Academic Senate

There shall be an Academic Senate whose membership shall be limited to members of the bargaining unit and whose functions shall be to advise the Association on matters of faculty-wide concern.

3.3.1.1 Such Academic Senate shall be governed as to procedures by its own bylaws as approved by the Association and shall establish a subcommittee structure to carry out its responsibilities in accordance with such bylaws. Students and administrative staff may attend Academic Senate meetings by invitation.

3.3.1.2 The faculty shall elect annually from each academic department and/or teaching division, representatives to an Academic Senate.

3.3.1.3 Such Academic Senate shall make recommendations through the Association on matters of faculty-wide concern. Consultation between the Board and the Association on such matters shall follow the procedure described in 1.5.2.

3.3.1.4 The Association hereby chooses to delegate the following areas of its responsibility as set forth in this contract, which are acknowledged by the Association to be matters for which the Association would otherwise be responsible, to the Academic Senate:

a. Recommendations for minor curriculum or program changes as set forth in 3.3.2.4;

b. Recommendations for curriculum or program changes, other than those described in 3.3.2.4, which entail reduction or reallocation of existing academic positions and/or programs in situations other than those provided for in Article VII, as set forth in 3.3.2.5;

c. Recommendations for programs which do not involve the reallocation or reduction of existing academic positions or programs, as set forth in 3.3.2.6;

d. The endorsement by the faculty of the awarding of degrees, as set forth in 3.3.4 and 3.3.5;

e. The review and ranking of faculty proposals for academic study and research, as set forth in 3.3.6.

The Association, in its capacity as the exclusive bargaining agent for the faculty, agrees to be legally bound by and to give full and total support to all actions of the Academic Senate in the areas of responsibility set forth above. However, the Association agrees that all actions or recommendations on the above matters of responsibility shall be submitted in written form to the Association which in turn shall submit same to the Administration. Consultation between the Board and the Association shall follow the procedure as outlined in 1.5.2 or as set forth in the contract sections referenced in this section. The Academic Senate, as an advisory body to the Association, shall not deal officially with the Administration on any of the matters set forth above and the Administration in turn has no responsibility to deal officially with the Academic Senate on such matters.

3.3.2 Curriculum and Program

3.3.2.1 An Educational Policy Committee (EPC) shall be established, which will have fourteen (14) members. Seven (7) faculty members shall be appointed by the Association. The deans of the Schools of Art and Science, Education, Business, Nursing, and Graduate Studies or their designates shall be members. Two (2) additional administrative members shall be appointed by the President. A chairperson shall be elected by and from the membership of the EPC.

3.3.2.2 The responsibilities of the EPC shall include advising the Provost and keeping the Association informed on short- and long-term academic program planning for the University, and on matters related to curriculum, academic program, and academic policy and any other duties specified elsewhere in this contract. In particular, the above-described responsibility of the EPC shall include concern with and making recommendations on such matters as: enrollment patterns and projections, the allocation of budget for the support of academic programs, the generation of credit hours within Schools and academic departments, staffing requirements within Schools and academic departments, the academic calendar, graduate assistants, commencement speakers, and the appropriateness of new degree program proposals. In addition, the EPC may provide advice and recommendations on other matters of concern affecting the welfare of the University.

3.3.2.3 The EPC shall have access to all information which it reasonably needs to accomplish its tasks and may invite the appropriate personnel for consultation in the accomplishment of its tasks.

3.3.2.3.1 The Educational Policy Committee shall have primary responsibility for policy recommendations related to the academic (instruction and research) uses of University computer resources. To this end, the EPC shall be empowered to appoint a representative academic user's subcommittee in order to provide advisory assistance.

3.3.2.4 Recommendations for minor curriculum or academic program changes shall be submitted to and acted upon by the Association. Minor curriculum or academic program changes are those involving such matters as changes in course titles or numbering; changes of departmental prerequisites; introduction or deletion of courses in the major, minor, or elective category; evaluation of student performance; and academic program content defined so as to include the structure of an academic program as it relates to certification, degree requirements, subject matter, and/or any other recognized professional criteria as determined by the faculty qualified to teach in the program. Within ninety (90) days of formal submission, the Association shall forward its decisions in these matters to the Provost for implementation. The above time limits may be modified in particular instances for good cause by mutual agreement between the Board and the Association.

3.3.2.5 Recommendations for curriculum or academic program changes, other than those described in 3.3.2.4, which entail reduction or reallocation of existing academic positions and/or programs in situations other than those provided for in Article VII must be submitted to the Association for its review and recommendations. Recommendations of the Association shall be forwarded to the Provost. The Provost may implement these recommendations or refer them to the EPC for further consideration. The recommendation of the EPC shall be accorded great weight by the Provost and shall normally be followed. However, the Provost may modify or change the recommendation of the EPC for serious and compelling reasons which he shall communicate to the EPC and the Association in writing.

3.3.2.6 Recommendations for programs which do not involve the reallocation or reduction of existing academic positions or programs shall be submitted to the Association for review and recommendation. The Association shall forward its recommendation to the EPC. The EPC shall consider said recommendation and forward its recommendation to the Provost. Recommendations of the Association or the EPC are not determinative and may be modified or changed by the Provost for serious reasons which he shall communicate to the EPC and the Association in writing.

3.3.2.7 In any case of uncertainty or disagreement, EPC will make the determination as to whether 3.3.2.5 or 3.3.2.6 applies.

3.3.2.8 Initial recommendations as described in 3.3.2.4 through 3.3.2.6 may be advanced by individual faculty, academic departments, the Academic Senate, administrators, or ASNMU.

3.3.2.9 The Association shall submit its recommendations as outlined in 3.3.2.5 and 3.3.2.6 within sixty (60) days from the time the matter in question is first officially submitted to it. The EPC shall have forty-five (45) days from the time of official receipt of the question to reach its recommendation. The above time limits may be modified in particular instances for good cause by mutual agreement of the Board and the Association. If the above time limits are not complied with and no modification is agreed upon, the matter shall proceed to the next step for recommendation, action, or effectuation without benefit of the specified action or recommendation.

3.3.2.10 Curriculum or academic program changes involving reduction or reallocation of existing academic faculty and/or programs in situations provided for in Article VII shall be governed by the procedures in Article VII.

3.3.3 Academic Policy and General Faculty Affairs

3.3.3.1 The Academic Senate may make recommendations to the Association on such matters of academic policy or of general faculty concern as the Academic Senate may choose. Consultation between the Board and the Association on such matters shall follow the procedure described in 1.5.2.

3.3.4 The faculty approve the list of students who have fulfilled the requirements for degrees to be conferred. No student shall be awarded a degree bearing the explicit endorsement of the faculty unless such endorsement has the approval of the Association.

3.3.5 Honorary degrees bearing the explicit endorsement of the faculty must have the approval of the Association.

3.3.6 The Association shall make recommendations to the Provost on all University-funded faculty proposals for academic study and for research. The available University funds will be allotted annually by the Provost based on this review and ranking; provided, however, that the Provost may reject a particular proposal for serious and compelling reasons which he shall communicate to the Association in writing.

3.3.7 The Faculty Review Committee will be comprised of not more than seven (7) members designated by the bargaining unit. The bylaws and procedures of the Faculty Review Committee shall be reviewed and approved

by the Academic Senate. The Academic Senate-approved bylaws and procedures will become effective only when the Executive Committee of the AAUP-NMU has affirmed that the bylaws and procedures do not violate the contract.

3.4 University-wide Affairs

3.4.1 Faculty participation in discussions on University-wide policy matters shall be achieved through membership on the University Advisory Council or on any other University-wide advisory body which may be established by the Board. The faculty shall designate three (3) of its members to participate in the work of such University-wide advisory body, to be selected in such manner as the Association shall determine.

ARTICLE IV

GRIEVANCE PROCEDURE

4.1 A grievance is a complaint by the Association, on behalf of one or more faculty members or in its own behalf, concerning an alleged violation of this agreement. All grievances shall be adjusted through the grievance procedure provided in this Article.

4.2 In computing any time limit herein specified, Saturdays, Sundays, and holidays will be excluded. Unless extended by mutual written agreement, the time limits specified herein shall be the maximum time allowed. Failure to comply with time limits on the part of the Board's administrative agent shall permit the grievance to proceed to the next step.

4.3 A faculty member (or group of faculty members) who claims that the contract provisions have allegedly been violated shall initially seek to resolve the problem by informal means and/or through administrative channels, with, however, the right to prompt reply to his inquiries.

4.4 Failing resolution of a problem by informal means, the Association shall initiate the grievance procedure by serving a written grievance on the Department Head or other designated administrative official. The grievance shall be signed by the appropriate Association representative and the faculty member(s) involved, shall concisely state the facts upon which the grievance is based and the contract provisions which have allegedly been violated, and shall specify the relief or remedy south. The grievance shall be filed within fifteen (15) days after the

Association or the faculty member(s) on whose behalf the grievance is filed became aware, or reasonably should have become aware, of the action complained of. If the grievance is not served within that time, the grievance is barred. In no event shall monetary adjustments of a grievance cover a period prior to ninety (90) days before the filing of the written grievance.

4.5 Procedure and Time Limits

4.5.1 Step One

4.5.1.1 Upon receipt of the written grievance, the Department Head or designated administrative agent shall arrange a meeting to discuss the grievance with the grievant(s) and with the appropriate representative of the Association. This discussion shall be completed within seven (7) days after the grievance is filed. If the grievance is adjusted to the satisfaction of the Board and Association, the adjustment will be reduced to writing and signed by the Department Head or designated administrative agent and the representative of the Association. If there is no mutually agreeable adjustment, the Department Head or designated administrative agent shall provide the Association representative with a written answer stating the reasons for denial of the grievance.

4.5.2 Step Two

4.5.2.1 If the grievance is not satisfactorily adjusted in Step One, the Association may within five (5) days of the Step One written answer request in writing that the grievance be presented to the appropriate Dean or other designated administrative agent, setting forth its objection to the Step One answer. Upon receipt of the written appeal the Dean or other designated administrative agent shall arrange a meeting to discuss the grievance, answer and appeal with the grievant(s), the Association-appointed representative, and the Department Head or administrative agent involved. This discussion shall be completed within seven (7) days after the filing of the request to have the grievance considered in Step Two. If the grievance is satisfactorily adjusted at this step, the adjustment will be reduced to writing and signed by the Dean or other designated administrative agent and the Association representative with a written answer stating the reasons for denial of the grievance.

4.5.3 Step Three: Review Board

4.5.3.1 If the grievance is not adjusted in Step Two, the Association may within five (5) days of the Step Two written answer submit the grievance through the office of the Provost or his designated representative to the Review Board, which shall consist of not more than three (3) persons designated by the Provost and an equal number of persons designated by the Association. The Review Board shall promptly arrange a meeting to discuss the grievance and the written answer and appeals.

This discussion shall be completed within fifteen (15) days after the filing of a request to have the grievance considered in Step Three. If the grievance is satisfactorily adjusted, the adjustment will be reduced to writing and signed by the appropriate representatives of the Board and the Association. If there is no mutually agreeable adjustment, the Provost or his designated representative shall provide the Association with a written answer stating the reasons for denial of the grievance.

4.5.4 Step Four: Binding Arbitration

4.5.4.1 If the grievance is not satisfactorily adjusted in Step Three, the Association may submit the grievance to binding arbitration by written submission to the American Arbitration Association (Detroit, Michigan office), with simultaneous written notice to the Board, within ten (10) days after the Association's receipt of the written answer at Step Three. The arbitrator will be selected and the arbitration will be conducted under the then current Labor Arbitration Rules of the American Arbitration Association.

The Arbitrator's decision shall be final and binding upon the Board, the Association and any faculty member(s) involved and may be enforced in any court of competent jurisdiction. His decision shall be based solely upon the express and specific provisions of this Agreement, without addition, subtraction or modification. The Board and Association will bear their own expenses individually and will share equally the fees and expenses of the arbitrator and the American Arbitration Association.

4.6 Any adjustment of a grievance agreed upon by the Board and Association at any stage of the grievance procedure shall conclusively dispose of the grievance and shall be binding upon the Board, the Association, and any faculty member or members involved.

4.7 Failure to appeal a grievance from one step to the next within any of the time limits specified above shall bar the grievance.

4.8 The parties agree that any faculty member who complains of a violation of Section 1.3 shall be entitled to utilize the grievance procedure only if he has not used his remedy under any state or federal law. It is further agreed that if a grievance on behalf of any faculty member under Section 1.3 is filed and the faculty member thereafter uses a remedy under any state or federal law for the same complaint, the faculty member shall reimburse the Board for the Board's cost of an arbitrator and attorney fees incurred as a result of an arbitration, and if the grievance process has not then been completed, the grievance shall be immediately dismissed.

ARTICLE V

FACULTY PERSONNEL POLICIES

5.1 **Academic Appointments**

There shall be three (3) types of initial faculty appointments:

a. Probationary appointments, which shall be subject to the University tenure policy (Section 5.5)

b. Term appointments, which shall not exceed two (2) consecutive years, except in extenuating circumstances such as late resignations, in case of need due to illness of regular faculty, enrollment requirements, etc.

c. Tenure appointments

5.2 **Academic Titles and Minimum Requirements for New Academic Appointments**

Lecturer - An earned masters degree from an accredited institution (hereafter "accredited institution" shall be understood as an institution which is accredited by one of the six (6) regional accrediting agencies and the recognized accrediting agency for the discipline, where appropriate) or specialized competency and training appropriate to the teaching assignment. Subsequent to the execution of this Agreement, this rank designation shall be used only for term appointments.

Instructor - An earned masters degree from an accredited institution and, in most instances, active candidacy for a terminal degree at an accredited institution. In most disciplines the earned doctorate constitutes the terminal degree; however, in those disciplines in which the doctorate is not normally required, appropriate criteria, including specification of degree, shall be stipulated in the departmental bylaws, subject to the review and approval of the appropriate dean and Provost. These may include special attainments, skills, or experience particularly valuable to the academic unit. Appointment to this rank shall not exceed a maximum of seven (7) years.

Assistant Professor - An earned doctorate from an accredited institution or other terminal qualifications appropriate to the position as stipulated by departmental bylaws, subject to the review and approval of the appropriate dean and the Provost.

Associate Professor - An earned doctorate from an accredited institution or other terminal qualifications appropriate to the position as stipulated by departmental bylaws, subject to the review and approval of the appropriate dean and the Provost; normally five (5) years of relevant professional experience; evidence of scholarly contributions and teaching competency. Exceptions may be made because of unusual scholarly and/or professional attainment.

Professor - An earned doctorate from an accredited institution or other noteworthy qualifications for the position as stipulated by departmental bylaws, subject to the review and approval of the appropriate dean and the Provost; evidence of distinguished educational, scholarly, or creative professional achievement; normally eleven (11) years of relevant professional experience. Exceptions may be made because of unusual scholarly and/or professional attainment.

Professor Emeritus - The title of "Professor Emeritus" is an honorary title conferred by action of the Board upon the nomination of the faculty or the Board. It shall only be awarded in recognition of an outstanding academic career and noteworthy contributions to the University to those who have retired after having been granted tenure at the University. According to the needs of the University a Professor Emeritus may be called upon to serve one or more one-year appointments. Each such one-year appointment shall not be subject to the usual notification requirements for reappointment. The provisions of this section shall not be construed to guarantee employment to any emeritus person in any academic year beyond the fiscal year in which he retires.

Visiting Appointments - A temporary appointment of an individual holding academic rank at another institution of higher learning, which shall not exceed two (2) consecutive years.

5.3 Appointment Procedure for New Faculty

5.3.1 When a departmental position becomes available, the dean of the School shall provide the department head with specific staffing guidelines. These shall include budgetary considerations and, in some cases, desired qualifications. All appointments with academic rank, except for academic administrators and Board-initiated faculty appointments, shall originate within a department in accordance with the bylaws. All candidates proposed or recommended by the Board shall be given full consideration within the staffing guidelines and in accordance with 5.3.2 through 5.3.4. The Board retains final appointment authority in all such Board-initiated appointments.

5.3.2 In conducting its search for a person to fill a position, the department, through the department head, must provide clear documentation that it has made a good faith effort to comply with existing federal and state laws regarding discrimination in employment and institutional procedures.

5.3.3 When interviews of candidates for the position have been completed, the department, through the department head, shall forward to the dean a written recommendation listing the department's candidate(s) in order of preference and the reasons for the preference. This communication should also include for each candidate the particulars of salary, rank and any special considerations. In the event that the dean rejects the department's recommendation(s), he shall request further recommendation(s).

5.3.4 When agreement is reached and all conditions of the appointment have been agreed to by the department, department head, dean, and Provost, a letter of appointment will be sent by the Provost to the chosen candidate in which all salary, degree, and tenure conditions are clearly specified. A supplemental letter from the department head or dean to the candidate will also be attached in which specific expectations and responsibilities of the assignment are identified.

5.4 Faculty Evaluation

5.4.1 A written evaluation (Appendix A) for each faculty member shall be completed at least once during the academic year at the direction of the department head and in accordance with the departmental bylaws. Every evaluation must contain a clear statement of the goals, objectives, expectations, and any special assignments against which the evaluation is to be made. This statement must be consistent with comparable statements in past evaluations and with the initial letter of appointment, as well as containing all conditions for continuing appointment.

5.4.1.1 The evaluation form shall consist of two parts, one to be filled out by the faculty member being evaluated and the other to be filled out according to the departmental bylaws by the department head or department evaluation committee. Members of that committee shall be selected in accordance with the departmental bylaws.

5.4.1.2 That part of the evaluation form to be completed or verified by the faculty member shall contain the following: (1) a general information section which describes the faculty member's years in various ranks at the University, higher education (degree) achievements and progress, and relevant professional experience; (2) a description of assigned responsibilities during the evaluation period; (3) a description of other University commitments during the evaluation period; (4) a description of professional development during the evaluation period which shall include evidence bearing on his accomplishments; in the case of faculty who are expected to complete a terminal degree, it shall include a clear statement of a professional growth plan which includes a timetable for completing the terminal degree.

5.4.1.3 That part of the evaluation form to be filled out according to the departmental bylaws by the department head or departmental evaluation committee shall contain the following: (1) the beginning and ending dates of the evaluation period and the probation/tenure status of the faculty member; (2) the names of the members of the evaluating committee and a description of the information used in making their evaluation; (3) an evaluation of the faculty member's effectiveness in (a) meeting assigned responsibilities, (b) other University commitments, (c) professional development, and (d) meeting personal and departmental goals described in the previous evaluation; (4) a description of (a) the faculty member's significant accomplishments during the evaluation period, (b) any need for improvement in the faculty member's performance, (c) any assistance or counseling given the faculty member regarding improvement of previous evaluation, and (d) the goals or standards to be achieved in order to be recommended for tenure and/or promotion; and (5) a recommendation regarding continued appointment (including tenure and/or promotion) or termination of appointment. The department head may append to this part of the evaluation a statement describing his concurrence or disagreements with the committee's evaluation or recommendation.

5.4.1.4 Convincing evidence shall be cited in the evaluation form to substantiate evaluative statements.

5.4.1.5 The faculty member may append to the evaluation any pertinent material. Conversely as determined by the departmental bylaws, the departmental committee or department head may ask the faculty member for any information in his possession that would aid the committee in its evaluation. Requested information must be appended to the evaluation.

5.4.1.6 The faculty member shall review his complete evaluation before it leaves the department and shall have the right to add any written comments or pertinent material. The faculty member must be notified of any additions to his personnel file (other than the annual evaluations) within ten (10) days.

5.4.1.7 These evaluations shall form a cumulative record for the basis of all recommendations of continuing appointment (including tenure and promotion) or of termination.

5.4.1.8 After the faculty member has reviewed his complete evaluation, it shall be forwarded by the department head to the dean for his review. The dean shall add his statement of concurrence or nonconcurrence with the evaluation (with statement of reasons in case of nonconcurrence) after which a complete copy shall be given to the faculty member who may respond to the dean's statement within seven (7) calendar days after which additional copies shall be distributed as follows: one copy for the departmental personnel file, one copy for the dean's personnel file, and two copies for the Provost. Recommendations for tenure and/or promotion shall be forwarded separately as described in Section 5.7 of this Agreement.

5.5 Tenure Policy

5.5.1 General Principles

5.5.1.1 Tenure is conferred by a formal action of the Board of Control upon the recommendation of the President, as initiated by the department and/or department head, and bearing the concurrence of the appropriate faculty committees (department, school, university-wide), dean, and the Provost. No faculty member upon whom tenure status has been conferred shall be discharged except for just cause. (Layoff of tenured faculty members is dealt with in Article VII).

5.5.1.2 Tenure shall be granted only to those faculty members at the rank of assistant professor or higher in positions which are fully funded by state appropriations, unless specifically exempted in the initial letter of appointment. In cases where specific programs are modified by action of governmental or private funding agencies, the granting of tenure may depend on the continuing existence of such programs. All other instances in which the granting of tenure is affected by programmatic changes shall be governed by the procedures described in Articles III and VII.

5.5.1.3 Tenure shall be granted only to United States citizens, those in process of becoming citizens, or those noncitizens who are permanent residents, as certified by the U.S. Bureau of Immigration and Naturalization Service.

5.5.1.4 In the probationary period established herein, a leave or leaves of absence totaling two (2) years or less shall not void the continuity of the probationary period.

5.5.1.5 Resignation from the University terminates the tenure probationary period. A faculty member returning to the University after a resignation will receive credit for this service in accordance with the provisions of 5.5.2.1.

5.5.1.6 Up to two (2) years of service shall be credited toward tenure for persons who occupy full-time term appointments at Northern and who are subsequently awarded a probationary appointment.

5.5.2 Probationary Period

All faculty members on probationary appointments will have a probationary period not exceeding five (5) consecutive years, which the Board upon recommendation of the President (based upon the evaluation process described in Section 5.4) may extend for not more than two (2) additional consecutive years.

5.5.2.1 A faculty member shall be given credit for each year of full-time prior service up to two (2) years. A third year of prior service credit may be granted for service at the level of associate professor or above.

The number of years credited toward the probationary period shall be stipulated in the letter of initial appointment. Any prior service so credited shall be included in computing the probationary years of service referred to in Sections 5.5.2 and 5.5.2.2

5.5.2.2 In the absence of earlier notice of terminal appointment or earlier granting of tenure, a faculty member shall be given written notification, in the letter of appointment for the sixth year, of (1) tenure granted, or (2) extension of the probationary period through the sixth year, or (3) terminal appointment. Where the probationary period is extended through the sixth year, the letter of appointment for the seventh year shall specify either (1) tenure granted, or (2) terminal appointment or (3) intention to grant tenure at the end of the seventh year upon fulfillment of specified conditions, or in the absence of such fulfillment to terminate the appointment at the end of the seventh year.

5.5.3 Notice of Nonreappointment

Faculty members on probationary appointments shall be given notice of nonreappointment in writing as follows:

(1) For initial appointments beginning with the fall semester, the notification date will be not later than March 1. In the case of any other beginning date, the notification date shall be at least three (3) months prior to the end of the first full year of service.

(2) For initial appointments beginning with the fall semester, the notification date for the second year of service will be not later than December 15. In the case of any other beginning date, the notification date shall be at least six (6) months prior to the end of the second full year of service.

(3) At least twelve (12) months before the expiration of an appointment after two (2) or more years in the institution.

5.6 Promotion Policy

5.6.1 General Principles

5.6.1.1 Promotion shall be based primarily on merit, although years of service and educational preparation shall be given some consideration.

5.6.1.2 Promotion recommendations shall be based on the eligibility and judgmental criteria specified herein.

5.6.2 Eligibility Criteria

5.6.2.1 To be eligible for consideration for promotion, a faculty member must meet the following requirements:

5.6.2.1.1 Assistant Professor - An earned doctorate from an accredited institution or other terminal qualifications appropriate to the position as stipulated by departmental bylaws, subject to the review and approval of the appropriate dean and the Provost. Exceptions may be made because of unusual scholarly and/or professional attainment.

Associate Professor - An earned doctorate from an accredited institution or other terminal qualifications appropriate to the position as stipulated by departmental bylaws, subject to the review and approval of the appropriate dean and the Provost; normally five (5) years of relevant professional experience. Exceptions may be made because of unusual scholarly and/or professional attainment.

Professor - An earned doctorate from an accredited institution or other noteworthy qualifications for the position as stipulated by departmental bylaws, subject to the review and approval of the appropriate dean and the Provost; normally, eleven (11) years of relevant professional experience. Exceptions may be made because of unusual scholarly and/or professional attainment.

5.6.2.1.2 The above requirements should not be interpreted so as to prevent the promotion to a higher rank of faculty members who have served at Northern Michigan University for at least five (5) years prior to 1975-76. For these faculty members, merit, based upon the judgmental criteria documented in the faculty member's cumulative evaluations, shall be the primary consideration for promotion.

5.6.3 Judgmental (Merit) Criteria

Each year all faculty who meet the eligibility criteria for promotion and who request consideration for promotion shall be evaluated in accordance with the procedure specified in 5.4. They shall be evaluated on the quality of their performance in the following three areas:

1. assigned professional responsibilities, such as teaching and counseling, or librarianship;

2. professional development and other professional activities, such as research, scholarship, and consulting;

3. University service and professionally-related community service.

The relative importance of each of these areas for each faculty member shall be specified in the annual evaluation procedure.

5.6.4 Departmental Eligibility and Judgmental Criteria

5.6.4.1 Departments may periodically add to or revise particular departmental eligibility and judgmental requirements in their bylaws subject to the approval of the department head, the SAC, the appropriate dean, and the Provost.

5.6.4.2 The SAC shall be responsible for insuring the basic equivalence of promotion and tenure requirements among departments, and their adherence to the basic guidelines of this policy.

5.6.4.3 Following approval by the appropriate dean and Provost, the department's criteria, as specified by the bylaws, will be regarded as official departmental policy, to be communicated to all department members and available on request by any faculty member from the appropriate dean.

5.6.4.4 If no statement of minimum requirements for promotion is filed, it will be assumed that the department's requirements shall be as specified in 5.6.2 through 5.6.3.

5.7 Tenure and Promotion Review

5.7.1 Tenure and promotion review shall be based on the faculty evaluation as outlined in Section 5.4, and shall reflect the general principle stated in 5.6.1.

5.7.2 As provided by departmental bylaws, each department shall establish procedures for tenure and promotion review.

5.7.3 A comprehensive personnel file containing information bearing on each faculty member's qualifications for tenure and promotion shall be maintained within the department. Access to the file shall be limited to the department head, the faculty member and other departmental faculty as specified in the departmental bylaws.

5.7.4 For probationary faculty, the department shall conduct a review of the qualifications and performance of the faculty member and shall submit a written report and recommendation which shall be incorporated in the faculty member's annual evaluation. This report shall provide the faculty member with a clear description of his current status, as well as any remaining requirements or improvements necessary for achieving a favorable tenure recommendation. In the event that the department head (or director in the case of unaffiliated units) does not concur with the judgment of the department, he shall submit an independent report which shall be incorporated in the faculty member's annual evaluation. A similar review of faculty eligible for promotion shall likewise take place on an annual basis.

5.7.5 The department head shall forward to the School Advisory Council and the dean, the department's candidates for tenure and/or promotion.

5.7.5.1 Candidates not recommended for promotion and/or tenure by the departmental committee or a department head shall be provided a written statement of the reason(s). A faculty member may appeal his department's

recommendations on promotion or tenure directly to the School Advisory Council, which shall make its own investigation and determination of such appeal and shall advise the faculty member of its determination. The SAC may refer the faculty member's appeal to his department for further consideration.

5.7.6 The School Advisory Council shall conduct a thorough review of all candidates for tenure and promotion within the school and shall submit its recommendations to the dean of the school for review and action. The SAC may overrule the departmental recommendations only for serious and compelling reasons which it shall communicate to the department and the faculty member in writing.

5.7.6.1 Faculty not recommended for tenure and/or promotion by the School Advisory Council shall be provided a written statement of the reason(s). A faculty member may appeal the recommendations of the SAC to the dean who shall make his own investigation and determination of such appeal and shall advise the faculty member of his determination. The dean may refer such appeals to the SAC for further consideration.

5.7.7 The dean shall forward his recommendations for tenure and/or promotion to the Faculty Review Committee. The dean may overrule the SAC's recommendations only for serious and compelling reasons which he shall communicate to the SAC and the faculty member in writing.

5.7.7.1 Faculty not recommended for tenure and/or promotion by the dean shall be notified in writing of the reason(s) for the dean's decision. A faculty member may appeal the recommendations of the dean to the FRC. The FRC shall make its own investigation and determination of such appeal and shall advise the faculty member of its determination. The FRC may refer such appeals to the dean for further consideration.

5.7.8 The Faculty Review Committee will conduct a thorough review of all candidates for tenure and promotion and shall submit its recommendations to the Provost for review and action. The FRC may overrule the dean's recommendations only for serious and compelling reasons which it shall communicate to the dean in writing.

5.7.8.1 Faculty not recommended for tenure and/or promotion by the Faculty Review Committee shall be provided a written statement of the reason(s). A faculty member may appeal the FRC's recommendation to the Provost, who shall make his own investigation and determination of such appeal and shall advise the faculty member of his determination. The Provost may request the FRC to reconsider its recommendations.

5.7.9 The Provost (as the Board's agent), following consultation with the Faculty Review Committee, shall determine those faculty for whom tenure and/or promotion will be recommended to the President and the Board. Recognizing that tenure and/or promotion recommendations advanced by the Faculty Review Committee are the end result of a thorough review process, the Provost shall depart from the recommendations of the Faculty Review Committee only for serious and compelling reasons. The Provost will notify both the Faculty Review Committee and the faculty member in writing of the reasons for his decision in any case where it departs from the recommendation of the Faculty Review Committee.

5.7.10 Negative recommendations will be forwarded to the next level only if appealed in writing by the faculty member.

5.7.11 Tenure and promotion review shall be conducted in accordance with the following schedule:

departmental recommendations shall be sent to the SAC by November 15;

SAC recommendations shall be sent to the deans by December 15;

recommendations of deans shall be sent to the FRC by February 1;

FRC recommendations to the Provost shall be sent to the Provost by March 1;

recommendations of the Provost shall be sent to the Board by April 1.

5.7.11.1 When a faculty member is notified in writing of a negative recommendation, he shall have fourteen (14) days in which to lodge an appeal. Each of the above deadlines shall be extended thirty (30) days in case of such an appeal.

5.7.11.2 It is agreed that should any committee or person fail to submit its or his recommendations within the time periods above specified, the process shall proceed to the next step without benefit of such recommendations, unless an extension is granted by the person or committee at the next step.

5.8 Reduced Appointment

Any faculty member who has been awarded tenure may request a reduced appointment.

A reduced appointment is an appointment requiring action of the Board, in which, by mutual agreement between the faculty member and the Board, a tenured faculty member may be assigned a fraction of his normal

workload and receive a proportional fraction of his salary. The faculty member on reduced appointment retains tenure, and is entitled to the rights, privileges, and protections accorded any other tenured faculty member. The faculty member on a reduced appointment shall meet a proportional share of his departmental responsibilities, which shall be specified at the time the reduced appointment is approved.

Reduced appointments are granted for a period of one year, and they may be renewed on a year-to-year basis only by mutual agreement between the faculty member and the Board; otherwise the faculty member must return to full-time status. A faculty member on a reduced appointment must inform his department head by March 1 of his commitment to return to full-time status or to request a continuation of the reduced appointment.

A faculty member on a reduced appointment is entitled to University-paid retirement, medical insurance, life insurance, short-term disability, and long-term disability in proportion to the percentage of his appointment. Consistent with the carrier's provisions, the faculty member may receive his full-time equivalent of a fringe benefit by paying the University the difference between his entitlement and the full-time equivalent cost (medical insurance, and short- and long-term disability insurance coverage is mandatory).

A faculty member on reduced appointment is not eligible for an overload assignment unless the reduced appointment derives from the provisions of Section 7.10.

ARTICLE VI

PROFESSIONAL RESPONSIBILITIES

6.0 **Professional Responsibilities**

6.1 The Board and the Association agree that the primary professional responsibility of faculty members is teaching or professional library work or professional counseling.

6.1.1 Full-time faculty members shall normally be assigned to twelve (12) credit-hour teaching load (or its equivalent) during a regular semester (Fall or Winter). It is recognized that it may not be possible to establish the same credit-hour production for each faculty member. Department heads, after consultation with departmental faculty, are responsible for structuring schedules to take into account large sections in single courses, laboratory supervision and planning, supervision of special learning activities, supervision of field activities, clinical experience or administrative duties.

Teaching load credit for Directed Studies on an overload basis shall be defined in the following manner: one (1) four-hour Directed Study shall be equivalent to one-fourth (1/4) of a credit-hour of teaching load. Directed Study must be approved by the department head and dean and shall generally be limited to one (1) four-hour course per semester by each faculty member.

6.1.1.1 Individual faculty members may have the normal twenty-four credit hour on-campus teaching load assignment for the two-semester academic year reassigned to include summer and/or spring session courses at no additional compensation only at the written mutual agreement of the dean and the faculty member. Field extension and overload courses shall not be included in the redistribution of teaching assignments under this provision.

6.1.1.2 Under this reassignment option all semesters involving a reduced teaching load shall carry on equivalent reduction in all nonteaching duties.

6.1.2 The normal workload for nonteaching faculty shall be forty (40) hours per week, with specific work schedules determined by the department head, director, or division head.

6.1.3 In the case of faculty members who are assigned combined teaching and nonteaching responsibilities, an appropriate proration shall be made consistent with 6.1.1 and 6.1.2.

6.1.4 Faculty shall have departmental, School, and University-wide committee responsibilities and shall participate in at least one commencement exercise each calendar year.

6.1.5 There shall be no fixed scheduling of the times which faculty members shall be required to discharge their professional responsibilities, except as provided in 6.3 and except as required by scheduled class assignments and the fixed scheduling of other events which faculty members are required to attend by this Agreement.

6.2 Instructional Responsibilities

6.2.1 Instructional objectives, course requirements, and the tentative methods and criteria to be used in grading shall be communicated to students by means of syllabus at the beginning of each semester (or session). Copies of syllabi shall be on file in the departmental office.

6.2.2 Students shall be provided timely appraisal of their progress in each course and shall be provided an opportunity to review all written work on which they have received grades (including final exams which shall be retained by the instructor for one (1) year).

6.2.3 Faculty shall meet their assigned classes at the scheduled times for the entire period and for the full length of the semester. If a change in time or location of a scheduled class is necessary, prior notification shall be given to the students and the department head.

6.2.3.1 All student-initiated appeals of grades shall follow the procedure described in Part 2 of the document entitled "Students' Rights and Responsibilities," revised edition, 1975.

6.3 Academic Advising, Registration, and Student Consultation Responsibilities

6.3.1 Faculty shall have registration and advising responsibilities before the beginning of classes and during the semester (or session, if applicable), including advance registration periods.

6.3.2 Faculty shall be available at regular and posted hours for consultation with students. A minimum of twelve (12) hours per week shall be designated for office hours and for appointments as arranged individually or through the departmental office.

6.4 Academic Freedom and Responsibility

6.4.1 The Board and the Association subscribe to the following statement which sets forth principles of academic freedom and associated responsibilities of individual faculty members:

> The teacher is entitled to full freedom in research and in the publication of the results, subject to adequate performance of his other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.
>
> The teacher is entitled to freedom in the classroom in discussing his subject, but he should be careful not to introduce into his teaching controversial matter which has no relation to his subject.

6.5 Professional Development

6.5.1 In order to remain intellectually vital and abreast of new developments in their fields, faculty members shall be encouraged to do research, to write, and to attend professional meetings and conferences.

6.5.1.1 Faculty who attend meetings or conferences under University sponsorship have a responsibility to communicate the substance of such experiences and any suggestions or recommendations they have which would contribute to their professional growth and/or the improvement of programs at this institution. This may be accomplished by presenting seminars; however, a written report to the department head and appropriate dean shall be completed as a matter of course.

6.5.2 Academic Support

6.5.2.1 The Board shall provide each department with support funds for general operations which shall be allocated by the department head in consultation with the faculty.

6.5.2.2 The Board shall continue to provide departmental support in the following areas: clerical services, office supplies, equipment, laboratory supplies, duplicating and campus mail services, office space, and a departmental allocation for library expenditures.

6.5.2.3 The Board shall provide funds at the school level to facilitate bringing academic guests and speakers to the University.

6.5.2.4 The Board shall allocate for approved travel an average of $225 in 1977-78, $245 in 1978-79, and $260 in 1979-80 for each full-time faculty member. These travel funds are to be allocated as described in 6.5.2.1.

6.5.2.5 The Board shall allocate for faculty research and professional development a total of $40,000 in 1977-78, $50,000 in 1978-79, and $55,000 in 1979-80 to be allocated as follows:

6.5.2.5.1 For research projects $26,000 in 1977-78, $30,000 in 1978-79, and $30,000 in 1979-80. These funds are to be awarded on a competitive basis and in accordance with 3.3.6.

6.5.2.5.2 For curriculum development, instructional improvement and supplemental support for faculty travel, $14,000 in 1977-78, $20,000 in 1978-79, and $25,000 in 1979-80. Support for faculty travel will be in cases where the faculty member is invited to read a paper or has a significant role in a conference or meeting or in cases where a faculty member attends a special seminar or meeting. Applications for supplemental travel support shall be through the appropriate dean to the Provost. Allocations for curriculum development and instructional improvement shall be made by the Office of the Provost, in consultation with the EPC.

6.5.2.5.3 The Office of Research and Development shall provide, insofar as possible, clerical and logistical support to faculty members seeking and submitting grants from outside sources.

6.5.2.5.4 University research proposals funded by an outside agency shall not be denied approval or rescinded by the Board except for serious reasons.

6.6 Consultant and Outside Activities

6.6.1 Faculty members shall undertake consulting and outside work commitments under the following conditions:

6.6.1.1 Prior to accepting any consultation or outside work assignment during his appointment period, a faculty member shall advise his department head and dean in writing of the scope and duration of the assignment to be undertaken and the employer or agency to be served. Forms for such purpose are available in each dean's office.

6.6.1.2 Such work must not interfere with the faculty member's assigned University responsibilities, both classroom and nonclassroom, nor involve a conflict of interest.

6.6.1.3 A maximum of eighteen (18) working days may be devoted to outside consultation activities during the regular academic year (Fall and Winter semesters).

6.6.1.4 Equipment, supplies, materials, and clerical services utilized in outside work shall be provided by the faculty member and not by the University.

6.6.1.5 If, in the opinion of the department head or dean, outside consulting or outside work interferes with the regular University duties of the faculty member, said faculty member shall be instructed to terminate or substantially modify such work as a condition of continuing employment on a full-time basis or to accept a reduced appointment or to accept a leave of absence without pay for a specified period.

6.6.1.6 Exceptions to Sections 6.6.1.1, 6.6.1.3, and 6.6.1.4 may be permitted only by the Board.

6.7 Other Provisions:

6.7.1 Except in extenuating circumstances or as a result of acts not within the control of the University, all professional library service, professional counseling and the teaching of all credit courses which count toward degree programs shall be the exclusive work of the bargaining unit, with the following exceptions: that credit courses which count toward degree programs may also be taught by department heads, academic administrators, visiting professors, graduate assistants, research assistants, part-time instructors, and coaching staff.

6.7.2 The Board and the Association agree that under the terms of this Agreement the Association has important responsibilities. The exercise of such responsibilities shall be considered University service and shall be included in the evaluation procedures described in Article V.

ARTICLE VII

BUDGET REDUCTION; LAYOFF AND RECALL

7.1 In the event that the Board determines that reductions in University expenditures are necessary in order to maintain a balanced budget and that such reductions may involve faculty layoffs, the Board, through the President, shall inform the Administrative Council of the estimated reductions in total University expenditures. The Administrative Council (which is comprised of the President, Provost, Vice Presidents, Deans, and Directors) shall assist the President in formulating tentative guidelines for reductions including tentative determinations as to the major budgetary areas in which reductions should be considered and the projected amounts thereof.

7.1.1 The Board and the Association agree that layoff of faculty is one of the last and most serious steps an institution of higher learning takes. In the event that the Board determines that in its judgment the layoff of faculty may be necessary in the context of budget reductions as described in Section 7.1, it is understood that the Board will initiate procedures in this Article VII only in the event that it determines that a demonstrably bona fide financial exigency exists. The Board's judgment that the layoff of faculty may be necessary and the Board's judgment that a bona fide financial exigency exists shall not be reviewable in the grievance procedure.

7.1.2 Curriculum or academic program changes which entail reduction or reallocation of existing academic positions or programs for reasons other than budget reduction as described in this Article are governed by the applicable procedures described in Article III.

7.2 If the tentative determinations as to the major budgetary areas in which reductions should be considered, referenced in 7.1, include proposed reductions in the instructional budget, then the President shall inform the Association of the proposed reductions. The Association shall provide to the Provost within fifteen (15) calendar days of such notification its written recommendation as to whether a demonstrably bona fide financial exigency exists. In order that due consideration may be given to the recommendations of the Association, the procedures described in 7.3 and following will not be initiated for at least twenty (20) days after such notification.

7.2.1 The Association may request the EPC to review the President's tentative determinations for reductions in the instructional budget or the EPC may review said determinations on its own initiative.

7.3 The President's tentative determination for reduction in the instructional budget, including the dollar amount thereof, and a general and concise statement of the reasons therefor, shall be communicated to the Educational Policy Committee (described in Article III). Based upon their ongoing analysis of enrollment patterns and projections, credit-hour data, program staffing requirements, current levels of support, and future program plans, the EPC shall give consideration to the short- and long-term effects of any layoffs. The EPC shall forward its recommendations to the Association, the Provost, and the President within twenty (20) days of receipt of the communication of the said determinations. As used in this Article VII, the term "instructional budget" shall mean the budgets of all academic Schools and off-campus credit-hour instruction.

7.4 If the President, in his discretion, initially perceives that the temporal circumstances are such that the fifteen-(15) day period specified in 7.2 or the twenty-(20) day period specified in 7.3 may be extended, he shall in the communications described in 7.2 and 7.3 extend said periods for a specified number of days. If the EPC or the Association perceives a need for more time than is specified, the EPC or the Association may request an extension of the specified time period and the President in his discretion may grant one or more such requests for extension.

7.5 The President or his designate shall, in turn, review the EPC's recommendations with the Administrative Council and shall finalize a plan for meeting the necessary reductions in University expenditures. If such plan provides for reduction in the instructional budget which may involve faculty layoffs, the President or his designate shall so inform the EPC and the Association and shall state the amount of such reduction. Normally this plan will reflect the recommendations of the EPC; however, for serious reasons, communicated to the EPC, the President or his designate may modify these recommendations.

7.6 The EPC shall have thirty (30) calendar days after receiving the plan (as described in 7.5) from the President or his designate to make recommendations on economies to be affected within the instructional budget. Recommendations shall be formulated for budget reductions within the various academic Schools and units. Opportunities will be given to concerned departments and Schools (including School Advisory Councils) to discuss the proposed reduction with the EPC and to propose alternative solutions to the problem. The EPC's recommendations shall be forwarded to the Provost, with copies of same to the Association.

7.7 Within twenty (20) days after receiving notification of the EPC's recommendations, the Provost shall communicate to the academic deans and directors the required amount of School or unit reductions. Normally the EPC's recommendations will be reflected in the Provost's decisions; however, for serious reasons, communicated to the EPC in writing, the

Provost may modify these recommendations. Within twenty (20) days thereafter the dean (or director) shall formulate a plan for meeting the required reductions within his School or unit. During this period, the dean shall consult with his School Advisory Council and all departments within the School and shall request written recommendations from the departments. Directors shall similarly consult with all faculty groups within their units. After such consultation, each dean (or director) shall recommend to the Provost his plan for meeting the required budget reductions and shall solicit from the affected departments their recommendations identifying faculty to be given notification of layoff. The department at its option may choose not to submit such recommendations. The Dean's recommendations shall normally be consistent with the Department's recommendations; however, for serious reasons consistent with Section 7.11, communicated to the Department in writing, the Dean may modify the Department's recommendations. The dean (or director) shall determine those faculty, if any, within the School (or unit) to be notified of layoff, and shall communicate his recommendations to the Provost.

7.8 Within fifteen (15) days after receiving the budget reduction plans from the deans and directors, the Provost shall give notification to the faculty members who are to be laid off. Normally recommendations for layoff advanced by the deans (and/or directors) will be implemented; however, for serious and substantial reasons, communicated to the EPC in writing, the Provost may modify such recommendations. Copies of all layoff notifications shall be sent to the Association.

7.9 It is recognized that the circumstances requiring utilization of the foregoing procedures may be such as to make time an important consideration, and, accordingly, it is agreed that should any committee or person fail to submit its or his recommendations within the time periods above specified, the process shall proceed to the next step without benefit of such recommendations.

7.10 Full-time faculty members shall not be laid off until after the alternatives below, in order, as applicable, are considered:

1. Shared load between departments and Schools
2. Reassignment to another department or School
3. Supplementation of teaching with nonteaching duties
4. Transfer to a vacant nonteaching position
5. Reduced appointment
6. Early retirement

In the case of a faculty assignment which is to be made under the jurisdiction of a different department, the affected faculty member will be considered for rank in another department under the current criteria

in that department or for assignment to another position within the University for which he is qualified. If he does not meet the current criteria for rank, he will be so informed in writing. To provide for equity, the affected faculty member will be given a reasonable probationary period in which to qualify for rank in the new department. The faculty member will be informed in writing of the additional conditions he has yet to fulfill in order to qualify for rank in the new department.

7.11 The primary criterion to be used in the implementation of layoffs will be worth of the faculty member (including, for purposes of this paragraph only, part-time teaching personnel) to the particular program and department. The ability of the department to perform satisfactorily the teaching responsibilities assigned to it must be affected as little as possible. Once this prgrammatic criterion has been met, termination shall take place in the following order:

1. Part-time teaching personnel
2. Lecturers
3. Instructors without tenure
4. Assistant Professors without tenure
5. Associate Professors without tenure
6. Professors without tenure
7. Instructors with tenure
8. Assistant Professors with tenure
9. Associate Professors with tenure
10. Professors with tenure

7.11.1 Once programmatic and rank criterion have been met, reduction shall take place first among those with less seniority at the University. Seniority shall be determined according to length of full-time active service at Northern from the effective date of appointment within that department. In the event that two or more faculty members to be laid off have the same effective date of appointment, their seniority shall be determined by possession of the terminal degree. In cases where both or neither faculty has the terminal degree, seniority shall be determined by the official date on which their highest degree was conferred.

7.12 Faculty members laid off from a given department or unit shall be recalled to such department or unit in inverse order of their layoff, subject always to the faculty member's ability to carry out the full range of instruction needed at the time of recall. Recall rights expire after two (2) calendar years from the date of layoff, or upon failure to accept within fifteen (15) days an offer of recall made within such two-(2) year period.

7.13 Faculty members who are to be laid off will be given notice of layoffs which is in keeping with the periods for termination notices provided in 5.5.2. In extreme situations, it may not be possible to give adequate

notice. Except in the most extreme financial circumstances, compensation shall be provided to the faculty member proportionate to the lateness of the notice. (Thus, a second-year faculty member who would ordinarily be notified by December 15 of his nonreappointment but who is in fact so notified on April 15, would normally receive an amount of money, in lieu of timely notification, which is the equivalent of multiplying the number of weeks by one-thirty-sixth (1/36) or the base salary rate in the case of academic year appointments or one-fifty-second (1/52) of the annual salary rate in the case of twelve (12)-month appointments).

ARTICLE VIII

LEAVES OF ABSENCE

8.0 Leaves of Absence

8.1 Sabbatical Leaves

8.1.1 Purpose

Sabbatical leaves are granted for the purpose of engaging in activities which will enhance the professional growth and effectiveness of the recipients as members of the faculty at Northern Michigan University.

8.1.2 Eligibility

8.1.2.1 All full-time faculty with tenure, who have completed six (6) years of service at Northern, are eligible to apply for sabbatical leave. Any exceptions to this will require approval by the Provost and the President and will be made only when in the best interests of the University.

8.1.2.2 Years of service will count from the date of full-time appointment at academic rank or from the ending date of the previous sabbatical leave, whichever is the most recent.

8.1.2.3 Leave of absence (excepting exchange, visiting, or postdoctoral research leaves and other approved leaves totaling a semester or less), will be excluded in determining years of service counting toward eligibility for sabbatical leaves.

8.1.3 Evaluation Criteria

8.1.3.1 Acquiring New Knowledge and Professional Development

Sabbatical leaves may be granted for the purpose of allowing a faculty member to acquire new knowledge through study, research, or other suitable experience or to engage in research or study which will improve his professional competencies.

8.1.3.2 Adding to the Body of Knowledge or Producing a Creative Work

Sabbatical leaves may be granted for the purpose of enabling a faculty member to make a contribution to his discipline through activities which will lead to the publication of a paper or monograph or which will result in the production of a creative work.

8.1.4 Application Procedure

8.1.4.1 Guidelines and Requirements

8.1.4.1.1 In making application, the faculty member shall present a plan for the use of the sabbatical leave which shall include (1) the type of leave requested, as specified in 8.1.6; (2) a statement on how the proposed activity will satisfy the criterion in 8.1.3; (3) a description of his professional qualifications to undertake the activity; (4) detailed information concerning the resources or facilities needed to complete the proposed activity; (5) a projected timetable for the work to be completed.

8.1.4.1.2 Consistent with the provisions of Article IX, the Board will provide full fringe benefit coverage for faculty members on sabbatical leave. Such benefits will be based on the salary rate the faculty member would have received if he had remained on full-time status.

The applicant must agree to inform the University of any other salaries, grants, fellowships, or other financial support he expects to receive or does receive for his sabbatical activities. (The total remuneration from the University and other sources shall not exceed the faculty member's salary for the period of the sabbatical leave). Funding for the faculty member's travel, relocation, or other extraordinary expenses associated with the sabbatical leave activities shall not be included in the limitation on remuneration.

8.1.4.1.3 The applicant must agree to return to Northern Michigan University for one full academic year during the year immediately following the leave period or to repay in full all compensation paid by Northern Michigan University during the period of the leave.

8.1.4.1.4 The applicant must agree to provide the Faculty Review Committee and the Provost within thirty (30) days after returning to an active teaching assignment a complete report (in writing) on the status of his accomplishments during the leave, with copies to the appropriate department head, SAC, dean, and the President.

8.1.4.1.5 The applicant must agree that in the event he does not pursue the work according to the specific purpose for which the leave was granted (unless changed or modified upon approval of the Faculty Review Committee and the Provost) he shall forego step advancement within rank and promotion for a period of one (1) year following his return to active status. The judgment that the above foregoance is applicable shall rest with the Faculty Review Committee, with the provision that the Provost for serious reasons, may overrule the Faculty Review Committee's judgment.

8.1.5 Review Procedure

8.1.5.1 All applicants for sabbatical leave shall be reviewed and ranked at the department, school, and University level following the procedural sequence described in 5.7.

8.1.5.2 All applications for sabbaticals shall be submitted to the department head no later than October 1 of the year preceding the proposed leave period.

8.1.5.3 All sabbatical leave proposals approved at the departmental level (under Section 8.1.5.1) shall be simultaneously submitted to the Office of Research and Development and the School Advisory Councils. The Research and Development Office shall communicate to sabbatical applicants existing information regarding external support sources which may be available for travel, stipends, and/or research support. The Research and Development Office shall make every reasonable effort to assist sabbatical applicants with the necessary clerical and logistical support in preparing and processing applications for external funding.

8.1.6 Time and Pay Combinations

8.1.6.1 For faculty on academic year appointments:

8.1.6.1.1 Two (2) semesters with a fifty (50) percent reduction in the academic year salary rate, or

8.1.6.1.2 One (1) semester with no reduction in pay.

8.1.6.2 For faculty on twelve (12)-month appointments:

8.1.6.2.1 Twelve (12) months with fifty (50) percent reduction in pay.

8.1.6.2.2 Up to six (6) months with no reduction in pay.

8.1.7 Support for Sabbatical Leave

8.1.7.1 As reviewed and ranked in 8.1.5.1, full-year sabbatical leaves at half-pay shall be awarded as follows: ten (10) in 1978-79; eleven (11) in 1979-80; twelve (12) in 1980-81. Funds derived from sabbatical

leaves shall accrue to the Office of the Provost and shall be used to secure full or part-time replacements for faculty who are granted sabbatical leaves.

8.1.7.2 No sabbatical leave application shall be denied on the grounds that the contribution of an otherwise eligible applicant is required for the continuance of departmental or division programs.

8.1.7.3 Departmental faculty shall not assume overload teaching responsibilities resulting from sabbatical leaves without additional compensation. Such overload assignments must be approved by the department head and dean.

8.2 Leaves with Pay

8.2.1 Faculty exchange leaves approved in accordance with the Michigan Universities Faculty Exchange Program shall be fully funded.

8.2.2 Annual Leave

8.2.2.1 All regular full-time twelve-month faculty will be credited at June 30 of each fiscal year with all leave earned during the fiscal year and unused accumulated leave from prior years to a maximum of thirty-one (31) days (thirty-six (36) days at the completion of the fifteenth (15) year of service). This accumulated leave may be used as earned. The following schedule is used to calculate annual leave earned:

Years of Service	Days Per Year	Rate of Accumulation Per Pay Period
0 to 15	21	.808
15 plus	26	1.000
		(Accumulated fractions less than one-half (1/2) day will be dropped annually)

8.2.2.2 All leave shall be taken at the mutual convenience of the University and the faculty member at a time approved by the department or program head, with the provision that faculty having a greater length of service shall be given priority consideration. The minimum period of leave is one-half (1/2) day.

8.2.2.3 Newly appointed twelve-month faculty are normally allowed five (5) leave days which may be used and deducted from their first year's accumulation. In case of termination, other than by death or military leave of absence, with less than six (6) months of service to the University, any used leave will be deducted from the employee's final salary check.

8.2.2.4 Faculty who terminate their employment, or who transfer to another internal position in which no annual leave may be earned, may take or be compensated for a maximum of thirty-one (31) days of annual leave (thirty-six (36) days if at the completion of the fifteenth (15) year of serivce).

8.2.2.5 When a holiday is observed by the University during the time that annual leave is being taken, no annual leave will be charged for the holiday.

8.2.2.6 Twelve (12)-month faculty appointed to positions financed by grants will be governed by the grant provisions for annual leave. Every effort shall be made by the University to negotiate grant provisions consistent with University policy.

8.2.3 Sick Leave/Salary Continuation Policy

8.2.3.1 All current full-time faculty members are covered by either the Sick Leave Policy or the Salary Continuation Policy as hereinafter described. All faculty whose date of employment was on or after July 1, 1976 shall automatically be covered under the Salary Continuation Policy. Faculty members hired before July 1, 1976 have had an opportunity to select the plan of their choice and, because the time period for expressing their choice has expired, their decision is irrevocable.

8.2.3.2 Salary Continuation Policy

Effective July 1, 1976, the Business Office calculated the total number of accumulated sick leave days, as of that date, and placed a cash value on such accumulation for each faculty member who chose the salary continuation coverage. The cash value was computed by multiplying one-half (1/2) the number of sick leave days accumulated by the salary rate prevailing as of June 30, 1976. Each such faculty member received notification of the said cash value. In the event of the faculty member's death, said cash value shall be paid to the faculty member's designated beneficiary. Forms for designating beneficiaries are available in the Office of Personnel and Staff Benefits.

If a faculty member retires after satisfying the MPSERS retirement eligibility requirements and has a minimum of ten (10) years of service at Northern Michigan University, he shall receive payment for his accumulated sick leave days. The same criterion also applies to faculty covered under TIAA-CREF.

8.2.3.3 Sick Leave Policy

Sick leave is accumulated on the basis of one-half (1/2) day each pay period during the appointment period.

Faculty on an academic year appointment earn additional sick leave at the same rate if they have full-time spring and/or summer session appointments. Part-time appointments during these sessions yield a prorated number of sick leave days.

The maximum accumulation of sick leave each year is thirteen (13) days. The maximum lifetime accumulation is one hundred ninety-five (195) days for faculty on less than twelve (12)-month appointments, and two hundred thirty-four (234) days for faculty who hold twelve (12)-month appointments.

In the event of a faculty member's death, the cash value of his accumulated sick leave (computed as shown below) shall be paid to the faculty member's designated beneficiary. Forms for designating beneficiaries are available in the Office of Personnel and Staff Benefits.

If a faculty member retires after satisfying the MPSERS retirement eligibility requirements and has a minimum of ten (10) years of service at Northern Michigan University, he shall receive payment for his accumulated sick leave days. The cash value of said payment shall be computed by multiplying one-half (1/2) the number of sick leave days accumulated by the base salary rate prevailing at the time of retirement.

8.2.3.4 Faculty members who are injured while performing their duties at the University, and who subsequently draw Worker's Compensation or are eligible for Social Security, shall have their University compensation reduced by an amount equal to any such payments received.

8.2.3.5 Leave may be used for absences required due to the confining illness or injury of the faculty member's immediate family (spouse, children, parents, or parents-in-law). Such leave is limited to three (3) days in any one (1) fiscal year, with the exception of absences due to medically required hospitalization or travel involving the faculty member's immediate family which shall be limited to ten (10) days, after which time annual leave must be used, if available, or a personal leave of absence without pay may be requested.

8.2.3.6 All absences due to sickness or disability must be immediately reported to the Department Head, who shall record absences on the biweekly time sheet, regardless of whether the University provides a substitute or the department absorbs the work load.

8.2.3.7 A faculty member who must be absent longer than anticipated shall so notify his Department Head at least every five (5) days unless other arrangements are made.

8.2.3.8 Department Heads shall be responsible for verifying absence due to illness or disability and, therefore, may request the faculty member to provide a statement from his physician if such absence exceeds five (5) days, or if absences are frequent or observed to follow a pattern.

8.2.3.9 A faculty member who has been severely ill or who has been hospitalized because of illness or surgery must provide a medical statement attesting to the fact that he is able to resume his assigned duties, including any medical limitations attached thereto.

8.2.3.10 In the event that illness or injury prevents a faculty member from fulfilling his teaching assignment during a semester, the University shall provide funds to compensate overload assignments assumed by other departmental faculty or to hire qualified part-time personnel.

8.2.3.11 Mandatory Sick Leave

8.2.3.11.1 If the fitness of a faculty member to continue in his responsibilities becomes questionable for reasons of physical or mental health, the appropriate department or program head shall discuss the matter with the faculty member in personal conference. If the problem cannot be resolved in such conference, a commitee, comprised of two members appointed by the AAUP and two members appointed by the administration, shall be appointed to determine whether the faculty member shall be placed on mandatory sick leave.

8.2.3.11.2 Medical evidence shall be introduced into the deliberations of the committee only by a qualified physician or psychiatrist mutually agreeable to the faculty member and the committee. A faculty member does not have the right to refuse to be examined by a physician or psychiatrist, and refusal to be examined shall constitute sufficient, nongrievable grounds for his being placed on mandatory sick leave. The University shall pay for any such examinations.

8.2.3.11.3 The committee shall make a timely determination as to whether the faculty member shall be placed on mandatory sick leave. In cases in which the continuance of the faculty member, in the judgment of the Provost, threatens immediate harm to others, the Provost shall immediately place the faculty member on mandatory sick leave pending the determination of the committee, and the President of the AAUP shall be notified of such contemplated action. In cases in which the committee cannot resolve the question of placing the faculty member on mandatory sick leave within thirty (30) days after the committee's deliberations have begun, the decision shall rest with the Provost. In the event the Provost disagrees with the determination of the committee, he may overrule such determination only for serious and compelling reasons communicated to the committee in writing.

8.2.3.11.4 Except as specified in 8.2.3.11.2, any action placing a faculty member on mandatory sick leave shall be subject to review under the grievance procedures as specified in Article IV.

8.2.3.12 Long-Term Disability Leave

A faculty member returning to active status after two years or more on long-term disability leave shall be entitled to return to his former department for a period of one academic year. During this time an assessment of his professional competencies will be made, through the regular evaluation procedure, to determine if he is able to adequately discharge his assigned responsibilities. If he is not able to do so, he will be offered another position in the University for which he is qualified.

8.2.4 Expert Witness Leave

8.2.4.1 On occasions, faculty are obligated to testify as court witnesses on subjects upon which they qualify as experts. However, faculty should not seek obligations and are permitted leave to so serve only when subpoenaed to appear.

8.2.4.2 In testifying as an expert witness, a faculty member necessarily must make preparation for the case--presumably upon the faculty member's own time--and therefore is permitted to retain personally all fees received, whether paid by the court or by the person, firm, or organization as whose witness the faculty member is subpoenaed. An exception, obviously, is the case of prolonged absence from duty which, as in the case of one rendering consultant services, would call for placing the faculty member on leave of absence without salary for the duration of the absence.

8.2.5 Funeral Leave

8.2.5.1 If a death occurs among members of a faculty member's immediate family, he will be excused from work without loss of pay in accordance with the following provisions:

8.2.5.2 The immediate family shall be interpreted as including: wife or husband, child, father, mother, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandfather, grandmother, grandchild, stepfather, stepmother, half brother, half sister, ward, and dependent persons (foster children or relatives residing in the home).

8.2.5.3 In the case of an employee's parent, spouse, or child, five (5) days are permitted. One (1) day is allowed in the case of the death of an uncle, aunt, nephew, or niece. A maximum of three (3) days is permitted in all other cases. Because of extenuating circumstances, a department head may grant the bereaved employee additional time without loss of pay.

8.2.5.4 Permission will be granted to a reasonable number of employees who wish to attend the funeral of a fellow employee or former employee, provided they return to their responsibilities after the funeral. Faculty members who serve as pallbearers at the funeral of a colleague or former colleague will not lose pay because of their absence.

8.2.6 Jury Duty Leave

8.2.6.1 Faculty members shall be granted jury leave with pay for the period they are required to serve. Such leave shall be coordinated with the department head. With the exception of reimbursable expenses, compensation received by the individual for time spent performing jury duty on working days shall be remitted to the University. Checks for jury duty should be

endorsed to Northern and forwarded to the Business Office with a memorandum that includes the dates of the jury duty. A faculty member is expected to report for regular University assignment when temporarily excused from attendance at court.

8.2.7 Holidays

8.2.7.1 The following holidays are observed by Northern Michigan University: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Good Friday Afternoon (from 12 noon).

In addition to the holidays stated above, twelve(12)- month faculty members will be given three (3) additional days off with pay as designated by the University. These days will normally be the first working day after Thanksgiving and either the day before or after Christmas and New Year's Day.

8.2.7.2 Whenever one of these holidays falls on Saturday, the preceding Friday will be observed. When the holiday falls on Sunday, the following Monday will be observed.

8.3.1 Maternity and Child Care

8.3.1.1 Sick leave and disability benefits:

A female faculty member may use sick leave and/or short term disability benefits or benefits provided under the Salary Continuation Policy as specified in Section 8.2.3 when she is unable to work because of sickness or disability caused by pregnancy, miscarriage, abortion, or childbirth.

8.3.1.1.1 In order to be eligible for benefits described in 8.3.1.1, the faculty member shall furnish the Personnel Department with a statement from her doctor indicating the date up to which she is physically able to continue her duties and the expected date of delivery. If her doctor determines that she cannot continue her duties beyond a certain date, then such doctor's statement shall be sufficient indication of sickness or disability for a period until fourteen (14) calendar days after the termination of pregnancy. At this time, the faculty member shall furnish a second statement from her doctor indicating the date upon which she is physically able to return to her duties.

8.3.1.2 Child care leave for faculty women:

All female faculty members who have been employed for at least one (1) academic year (two full semesters) shall be eligible for child care leave for a newborn infant (including adopted infants).

8.3.1.2.1 Child care leave may begin fourteen (14) calendar days after the termination of pregnancy or at the date her doctor determines she is able to continue her duties.

8.3.1.2.2 Female faculty members shall have a right to a child care leave extending for a period of three (3) months or one (1) academic semester (with the Department Head having the discretion of final approval of the period of three (3) months or one (1) academic semester). Child care leaves may be renewed, at the discretion of the Department Head, for a period up to a maximum of one (1) year for twelve (12)-month appointments or two (2) regular academic semesters for ten (10)-month appointments.

8.3.1.2.3 A faculty member shall not advance one (1) salary level at the end of a year in which she has been on child care leave for more than one (1) academic semester.

8.3.1.2.4 Child care leave time exceeding one (1) semester shall not be counted toward tenure or promotion, but the taking of child care leave shall not otherwise prejudice future tenure or promotion consideration.

8.3.1.2.5 During the period of child care leave, group medical and life insurance coverage may be continued by the faculty member at her expense in accordance with the carrier's regulations.

8.3.1.2.6 During the period of a child care leave, a faculty member does not earn annual leave or sick leave, and is not eligible for holiday pay.

8.3.1.3 In order to be eligible for any of the benefits in this section, the faculty member shall comply with the following requirements:

a. The faculty member shall notify in writing her department head of the expected date of delivery, as early as possible, in order that the search for a suitable replacement may be begun. Such notice shall include a statement as to whether she intends to return to her position after termination of the pregnancy.

b. The faculty member shall furnish to her department head, as early as possible, a written statement from her doctor indicating the date up to which she is physically able to continue her assigned duties. Within fourteen (14) calendar days after the termination of the pregnancy, she shall furnish her department head a written statement from her doctor as to when she is physically able to resume her assigned duties.

c. If the faculty member intends to take a child care leave, such intention shall be stated in the communication described in section a,, if possible.

If such a statement of intention does not appear in the initial communication, a written request for child care leave shall be submitted to the department head at the earliest possible date. If a written request for child care leave is not received within thirty (30) days after the termination of the pregnancy, the faculty member shall be deemed to have waived all rights to such leave.

d. Requests for extension of the initial three (3) month or academic semester child care leave shall be submitted in writing to the department head within thirty (30) days prior to the expiration of the leave.

8.3.1.4 A faculty member may request a personal leave, as specified in Section 8.3.3, for reasons necessitated by maternity, child care, or adoption.

8.3.2 Military Leave of Absence

8.3.2.1 Facuty members who have been called into active military service of the Armed Forces of the United States, including the National Guard, Officer Reserve Corps, or similar military organizations, shall be accorded a leave of absence without pay or compensation for such period of service. Any such faculty member shall be restored to the position he left or a comparable one for at least as many months as there shall remain in his employment agreement at the time of his entry into active service.

8.3.2.2 Military leave time shall not be considered an interruption of service toward tenure; that is, years of service prior to the leave will count toward tenure. Exceptions to this policy shall be governed by the applicable Federal and State Statutes as interpreted by the decisions of the courts.

8.3.3 Personal Leaves

8.3.3.1 As approved by the Board, personal leaves without pay may be granted in cases of exceptional need for up to six (6) months. Personal leave may be granted for such reasons as child care for a newborn infant (including adopted infants), adoption, or serious illness in the faculty member's immediate family. Such leaves of absence will be granted without prejudice concerning future promotion or compensation considerations. These leaves may be extended by the Provost upon recommendation of the dean for up to one year.

8.3.4 Personal Development Leaves

8.3.4.1 As approved by the Board, professional study, research, or continuing educational leaves without pay may be granted for up to twelve (12) months, and shall, except for serious reasons, be renewed for a period not to

exceed twelve (12) months. The conditions of appointments which prevailed prior to granting of leave shall likewise prevail when the faculty member returns to active service. A faculty member granted such leave shall provide to his department head by March 1 of the year prior to his return a written statement of his commitment to return to the University. Failure to provide such notification shall be considered as a resignation.

8.3.5 Political Activity Leave

8.3.5.1 As citizens, faculty members have the same rights and responsibilities of free speech, thought, and action as all citizens.

8.3.5.2 Prior to formal public announcement of intended candidacy for a political office or an impending political appointment, a faculty member shall so inform, in writing, his department or division head and the President.

8.3.5.3 Faculty members who engage in political activity will be expected to meet all of their obligations unless leave of absence without pay is taken for the period involved. Such leave shall not count toward meeting the requirement for any probationary period. In the case of candidacy (including primary contests) for or election to a local or county office, the taking of a leave of absence without pay shall not be required unless the political activity interferes with the person's normal duties. In the case of candidacy for or election to a state or national office or position, a leave of absence without pay shall be required unless it is mutually agreed that the person can continue to fulfill his University obligations.

8.3.5.4 University facilities and services are not to be used by faculty running for political office or in campaigning for specific candidates.

8.3.5.5 For purposes of this contract, "Political Activity" shall denote candidacy for, election to, or appointment to a political position or office.

8.3.6 Continuation of Fringe Benefits and Coverage During Leaves

Faculty members granted personal leave, personal development leave, political activity leave, child care leave, or public service leave, will not be provided fringe benefit coverage at the expense of the Board. Faculty members who are granted leave of absence without pay should make arrangements for insurance coverage with the Personnel Office well in advance of their departure from campus.

ARTICLE IX

COMPENSATION (SALARY AND FRINGE BENEFITS)

9.1 **Salary**

9.1.1 **Salary Levels**

9.1.1.1 For the purpose of determining individual base salary rates for the duration of this Agreement, there shall be a set of salary level values for faculty on academic year appointments, as shown below:

Level Number	Lecturers & Instructors	Assistant Professors	Associate Professors	Professors
1	$11,100	$13,600	$16,520	$21,990
2	$11,540	$14,080	$16,940	$22,430
3	$12,000	$14,570	$17,360	$22,880
4	$12,480	$15,080	$17,800	$23,330
5	$12,980	$15,600	$18,240	$23,800
6	$13,500	$16,000	$18,700	$24,280
7	$13,500	$16,240	$19,160	$24,760
8	$13,700	$16,480	$19,640	$25,260
9	$13,910	$16,730	$20,130	$25,760
10	$14,120	$16,980	$20,640	$26,280
11	$14,330	$17,240	$20,950	$26,670
12	$14,540	$17,500	$21,260	$27,070
13	$14,760	$17,760	$21,580	$27,480
14	$14,980	$18,020	$21,910	$27,890
15	$15,210	$18,290	$22,240	$28,310
16	$15,440	$18,570	$22,570	$28,740
17	$15,670	$18,850	$22,910	$29,170
18	$15,900	$19,130	$23,250	$29,600
19	$16,140	$19,420	$23,600	$30,050
20	$16,380	$19,710	$23,950	$30,500
21	$16,630	$20,000	$24,310	$30,960

9.1.1.2 There shall similarly be a set of salary level values for faculty on twelve- (12) month appointments. These salary level values shall be eleven-ninths (11/9) times the corresponding values for faculty on academic year appointments.

9.1.1.3 Each year, each returning faculty member shall be assigned a level number, which shall be the same as his current year of service in his current academic rank. For example, a faculty member who in 1977-78 is in his third year as an assistant professor at Northern Michigan University shall be assigned level number three (3) for purposes of computing his salary for 1977-78. A newly appointed or promoted faculty

member must be at a level for at least one semester in order to move to the next level at the beginning of the next year. New appointees granted prior service credit under 5.5.2.1 shall be assigned a level number commensurate with such prior service.

Each year a faculty member's assigned level number shall be increased by one (1) unless the faculty member has received a promotion in rank effective at the beginning of that year. In that case, the new level number shall be one (').

9.1.2 Salary Increases

9.1.2.1 For 1977-78, a faculty member's salary shall be determined by the following provisions:

a. Each returning faculty member shall receive a four hundred dollar ($400) salary increase.

b. If, after the $400 increase, a faculty member's salary is below the salary level associated with his level number and rank, he shall receive an additional increase equal to thirty-two percent (32%) of the difference between that salary level and his former salary rate plus four hundred dollars. However, this second portion of the salary increase shall not exceed eight hundred fifty-two dollars ($852).

In the case of a newly promoted faculty member, the increase described above shall also be calculated using the salary level associated with his former rank and the level number he would have had if not promoted. If the increase calculated in this fashion is greater than that derived by the first paragraph of (b), the greater increase shall be received--subject to the $852 maximum.

c. Faculty members who receive promotions effective after their 1976-77 appointment period shall receive, in addition to the increases described in (a) and (b) above, three hundred dollars ($300) if promoted to assistant professor, four hundred dollars ($400) if promoted to associate professor, or five hundred dollars ($500) if promoted to full professor.

d. The Board reserves the right to provide at its discretion additional salary to individual faculty from an administrative discretionary fund. This fund shall be used for merit, market, and equity salary adjustments. All salary adjustments derived from this fund shall become part of the base salary of the recipients. The Board's decision in making these individual salary adjusments shall not be grievable. In 1977-78, the Board shall allocate a minimum of thirty-five thousand dollars ($35,000) from this fund.

9.1.2.2 For 1978-79, a faculty member's salary shall be determined by the following provisions:

a. Each returning faculty member shall receive an across-the-board salary increase of seven percent (7.0%). However, the amount used for this increase (and the percent increase) shall be augmented by an amount equal to that portion of the administrative discretionary fund (9.1.2.1d) that was used for equity adjustments, i.e., bringing salaries closer to the salary levels.

b. If, after the increase specified by (a), a faculty member's salary is below the salary level associated with his level number and rank, he shall receive an additional increase such that his salary will be equal to that salary level. However, this second portion of the salary increase shall not exceed seven hundred ninety-five dollars ($795).

In the case of a newly promoted faculty member, the increase described above shall also be calculated using the salary level associated with his former rank and the level number he would have had if not promoted. If the increase calculated in this fashion is greater than that derived by the first paragraph of (b), the greater increase shall be received--subject to the $795 maximum.

c. Faculty members who receive promotions effective after their 1977-78 appointment period shall receive, in addition to the increases described in (a) and (b) above, three hundred dollars ($300) if promoted to assistant professor, four hundred dollars ($400) if promoted to associate professor, or five hundred dollars ($500) if promoted to full professor.

d. The Board reserves the right to provide at its discretion additional salary to individual faculty from an administrative discretionary fund. This fund shall be used for merit, market, and equity salary adjustments. All salary adjustments derived from this fund shall become part of the base salary of the recipients. The Board's decision in making these individual salary adjustments shall not be grievable. In 1978-79, the Board shall allocate a minimum of twenty-five thousand dollars ($25,000) from this fund.

e. It is agreed that if, as a result of the legislative study authorized in the 1977 appropriation act, the legislature provides specific line-item funding for faculty salary equity improvements, the Board shall meet and confer with the AAUP-NMU regarding the manner in which such supplemental funding shall be distributed to the faculty.

f. A temporary faculty member who is rehired for 1978-79 shall receive a minimum salary increment of seven percent (7.0%).

9.1.2.3 For 1979-80, a faculty member's salary shall be determined by the following provisions:

a. Each returning faculty member shall receive an across-the-board salary increase of eight and four-tenths percent (8.4%). However, the amount used for this increase (and the percent increase) shall be augmented by an amount equal to that portion of the administrative discretionary fund (9.1.2.2d) that was used for equity adjustments, i.e., bringing salaries closer to the salary levels.

b. If, after the increase specified by (a), a faculty member's salary is below the salary level associated with his level number and rank, he shall receive an additional increase such that his salary will be equal to that salary level.

In the case of a newly promoted faculty member, the increase described above shall also be calculated using the salary level associated with his former rank and the level number he would have had if not promoted. If the increase calculated in this fashion is greater than that derived by the first paragraph of (b), the greater increase shall be received.

c. Faculty members who receive promotions effective after their 1978-79 appointment period shall receive, in addition to the increases described in (a) and (b) above, four hundred dollars ($400) if promoted to assistant professor, five hundred dollars ($500) if promoted to associate professor, or six hundred dollars ($600) if promoted to full professor.

d. A salary committee, serving as a subcommittee of the EPC, shall be formed in September 1978 and shall be made up of four (4) faculty (one from Arts and Science, one from Education, one from Nursing and Allied Health, and one from Business), and three (3) administrators. The committee will:

(1) Determine if, after considering all relevant factors, salary equity adjustments need to be made.

(2) Make recommendations on how the results of the study should be implemented. These shall include recommendations on which faculty should receive adjustments and the amounts of and rational for such adjustments. These recommendations shall be made by January 15, 1979.

(3) The recommendations of the subcommittee shall be forwarded through the EPC, which will attach its assessment of the recommendations and forward same to the Provost by February 15, 1979.

(4) The Provost shall implement the recommendations of the subcommittee, unless he has serious and compelling reasons for not doing so. The Provost will act on the recommendations by March 15, 1979.

(5) Actions of the subcommittee called for by provisions (1) and (2) and the actions of the Provost provided for by (4) shall be nongrievable.

(6) An amount of $54,000 shall be provided by the Board for such adjustments, provided, however, that:

a. If deadlines called for by (1) and (2) are not met, the $54,000 shall be used to augment the across-the-board increase called for by provision (a).

b. If less than $54,000 is distributed as a result of this study, the remainder shall be used to augment the across-the-board increase called for by provision (a).

(7) The adjustments provided for by this provision shall be added to the base salary rates of recipients for 1979-80.

e. The Board reserves the right to provide at its discretion additional salary to individual faculty from an administrative discretionary fund. This fund shall be used for merit, market, and equity salary adjustments. All salary adjustments derived from this fund shall become part of the base salary of the recipients. The Board's decision in making these individual salary adjustments shall not be grievable. In 1979-80, the Board shall allocate a minimum of twenty-five thousand dollars ($25,000) from this fund.

f. It is agreed that if, as a result of the legislative study authorized in the 1977 appropriation act, the legislature provides specific line-item funding for faculty salary equity improvements, the Board shall meet and confer with the AAUP-NMU regarding the manner in which such supplemental funding shall be distributed to the faculty.

g. A temporary faculty member who is rehired for 1979-80 shall receive a minimum salary increment of 8.4%.

9.1.3 Effective Dates of Salary Increases

9.1.3.1 A faculty member's salary increase for 1977-78 shall be retroactive to the beginning of his regular appointment period for 1977-78 and shall be computed on the basis of his salary just prior to the signing of this agreement. Retroactive increases do not apply to the 1977 Summer Session.

9.1.3.2 For 1978-79 and 1979-80 salary increases shall be effective at the beginning of the respective appointment periods, and the increased salary shall be specified in the annual appointment letter.

9.1.4 Compensation for Additional On-Campus Assignments

9.1.4.1 All available on-campus teaching assignments beyond the normal teaching load (see Article VI) shall be offered to qualified members of the bargaining unit before being offered to nonbargaining unit members. The department head and dean have final authority to determine such assignments.

9.1.4.2 All additional on-campus teaching assignments which are concurrent with normal teaching assignments shall be compensated at the rate of .0278 x the number of credit hours x base salary.

9.1.4.3 No such additional on-campus teaching assignment may be made unless mutually agreed to by the dean and department head and the faculty member (with the single exception of additional teaching assignments arising from sick leave under 8.2.3, in which case such assignment shall be made by the dean for not more than one semester).

9.1.5 Compensation and General Provisions for Off-Campus Extension and Field Course Duties

9.1.5.1 Off-campus extension and field course teaching shall be compensated according to the following salary rates:

	1977-78	1978-79
Instructor	$325 per credit-hour	$350 per credit-hour
Assistant Professor	$350 per credit-hour	$375 per credit-hour
Associate Professor	$375 per credit-hour	$400 per credit-hour
Professor	$400 per credit-hour	$425 per credit-hour

The salary rates for 1979-80 will be the same as those for 1978-79.

9.1.5.2 Off-campus extension and field course assignments shall be based on programmatic needs as determined by the department head, dean, and the Director of Off-Campus Education. Except by mutual agreement, faculty shall not normally teach more than one field or extension course during the regular academic year, nor shall such assignments be made except by mutual agreement between the Board and the faculty member.

9.1.5.3 A faculty member who elects not to accept an offer for an off-campus teaching assignment shall not receive consideration as a matter of right for other additional teaching assignments in that semester (or enrollment period).

9.1.5.4 Reimbursement for meals and lodging shall be in accordance with existing University policies (see Travel Regulations, dated May 1, 1975 or subsequent revisions thereof).

9.1.5.5 State vehicles shall be used for transportation if available, otherwise faculty members shall be reimbursed for the use of personal cars according to University policy (see Travel Regulations, dated May 1, 1975 or subsequent revisions thereof).

9.1.5.6 An energy fee shall be paid at the rate of ten (10) cents per mile for travel outside of Marquette County. Using Northern Michigan University as the point of departure, distances shall be as specified by the Office of Off-campus Education.

9.1.6 Spring and Summer Session Salary

9.1.6.1 Salary for spring session and summer session duties shall be calculated on the preceding academic year's salary as follows:

Credit Hours	Factor
8	.2222
7	.1944
6	.1667
5	.1389
4	.1111
3	.0833
2	.0556
1	.0278

9.1.6.2 Spring session and summer session teaching assignments shall be based upon programmatic needs as determined by the department head and dean. Spring session and summer session assignments shall not be made except by mutual agreement between the Board and the faculty member. Such assignments shall normally be offered to qualified members of the bargaining unit; however, the Board reserves the right to employ nonbargaining unit personnel for such purpose and, further, the Board's decisions in such instances are not subject to review under the grievance procedure.

9.1.6.3 Faculty shall not have, in any one year, spring and summer session appointments which exceed a total of an eight credit-hour teaching load or its equivalent, unless approved by the department head and dean.

9.2 **Fringe Benefits**

9.2.1 **Hospitalization and Medical Insurance**

The Board shall, during 1977-78 and 1978-79, maintain and pay the full premium for the current hospitalization and surgical group insurance program for full-time faculty members who complete and file applications in accordance with the Board's and the carrier's regulation. If the biweekly composite premium rate for 1979-80 is not greater than the rate for 1978-79, the Board shall maintain and pay the full premium for the same coverage for 1979-80.

If, for 1979-80, the biweekly composite premium rate is greater than the rate for 1978-79, the Board shall have the right, after consultation with NMU-AAUP and other affected groups, either to provide the same coverage at the increased rate at a cost to each enrolled faculty member of 50% of the increase over the 1978-79 biweekly rate (through payroll deduction), or to negotiate with the same carrier or a different carrier for the reduced coverage that could be provided at no increase in rates. However, the cost to each enrolled faculty member shall not exceed 10% of the composite premium rate.

In the event that a provision for employee sharing of premium increases is not included in any future collective bargaining agreements between the Board and other employee bargaining units, the Board will maintain and pay the full premium for the current hospitalization and surgical group insurance program for full-time faculty members who complete and file applications in accordance with the Board's and the carrier's regulation.

9.2.1.1 Hospitalization and medical insurance coverage shall not extend beyond the appointment period for faculty on terminal appointment or beyond the effective date of resignation or termination of any faculty member, whichever occurs first.

9.2.2 **Short-Term Disability Insurance**

9.2.2.1 When accumulated sick leave and annual leave have been exhausted, faculty members who are not covered by the Salary Continuation Policy (8.2.3) and who are eligible for disability coverage under the University's long-term disability insurance program are covered by additional short-term insurance benefits as follows:

9.2.2.1.1 There will be a mandatory waiting period of fourteen (14) calendar days from the official date that notification is received by the University that sickness or injury continues to render the person incapable of discharging his regular duties. No person will be required to have more than one waiting period in each twelve (12) months. No salary will be paid during this waiting period, but payment for fringe benefits will continue.

9.2.2.1.2 After waiting fourteen (14) calendar days, if the faculty member is still unable to discharge his regular duties, as supported by a letter from the attending physician and upon approval of the Director of the University Health Service, he will receive sixty (60) percent of his regular salary and all of his fringe benefit payments, less any wage benefits paid under the Workmen's Compensation Statutes.

9.2.2.1.3 The benefits provided in the preceding paragraph will continue until the long-term disability insurance program becomes effective, he recovers and resumes his regular duties, or he dies, but no longer than six (6) months or not beyond the end of the regular appointment period.

9.2.2.1.4 A faculty member is considered to use unearned sick leave days while on short-term disability. When he returns to active status, he must repay 60% of the unearned sick leave days which he has used before he can accumulate sick leave credit in the normal manner (8.2.2.3). The above does not apply to faculty covered by the Salary Continuation Policy.

9.2.2.1.5 Since certain full-time regular faculty members have fiscal year appointments, the benefits provided under this policy will be based on the appointment period.

9.2.2.2 Faculty members who are eligible under the long-term disability insurance program or who are not covered under the Salary Continuation Policy will be paid at their regular salary rate until their accumulated sick leave has been exhausted. As soon as the sick leave is exhausted, all payments, including fringe benefits, will terminate.

9.2.2.3 The Board will provide full health insurance, life insurance, and long-term disability coverage while a faculty member is on short-term disability.

9.2.3 Long-Term Disability Insurance

9.2.3.1 The Board shall provide a Long-Term Disability Insurance Program.

9.2.3.2 The policy provides for the payment of sixty (60) percent of the regular appointment period salary rate for all full-time faculty members who have been employed one (1) full year or longer and who, in the opinion of the University's carrier, are considered to be totally disabled. The present carrier is Teachers Insurance and Annuity Association of New York, New York.

9.2.3.3 The Board shall, consistent with 9.2, provide hospitalization and medical insurance for a period of two (2) years, after which time the cost of the premium shall be shared equally (50/50) by the Board and the faculty member as long as the person is on long-term disability.

9.2.4 Life Insurance

9.2.4.1 The Board shall provide term life insurance equal to a faculty member's salary for the regular appointment period, rounded to the next highest multiple of one thousand dollars ($1,000), for all full-time faculty members (and faculty on reduced appointments) who complete the necessary forms for this coverage within thirty (30) days of a new appointment or within thirty (30) days of obtaining full-time status. This coverage shall also include an "Accidental Death and Dismemberment" rider.

9.2.4.2 Additional coverage may be obtained at the faculty member's expense for the faculty member's spouse and/or dependent children. The amount for spouse may be up to $5,000 and for dependent children up to $1,500.

9.2.4.3 The Board's only obligation with respect to all insurance coverage shall be payment of insurance premiums as above provided. The amount and nature of benefits and the commencement and duration of coverage for any program shall be as provided in the master insurance policy and the carrier's rules and regulations.

9.2.5 Retirement

9.2.5.1 Faculty members are eligible to participate in the TIAA-CREF Retirement Program if they elect to do so within ninety (90) days of date of appointment or within ninety (90) days of a change from part- to full-time status. Electing to participate in the TIAA-CREF program is an irrevocable decision. Those faculty who do not choose TIAA-CREF within the specified period shall automatically be covered under the terms and provisions of the Michigan Public School Employees Retirement System (MPSERS).

Effective July 1, 1977, the contribution to the retirement program previously paid by faculty members will be paid by the University. The University shall contribute 11.67% of salary below the FICA contribution cutoff point, and 17.52% of salary above the FICA contribution cutoff point for participants in the TIAA-CREF program. For participants in the MPSERS program, the University shall pay the amount specified by MPSERS.

9.2.5.2 Faculty members must retire prior to the beginning of the first regular appointment period after they reach the age of sixty-five (65) or may elect to do so before reaching such age, consistent with the provisions of the applicable retirement program.

9.2.5.3 To be eligible for retirement benefits and privileges listed below, a faculty member, regardless of which retirement program he participates in, must be eligible for retirement consistent with MPSERS regulations. Upon retirement, faculty members are entitled to enroll in University

courses free of charge, receive publications, avail themselves of the libraries and other facilities, receive, on request, a vehicle parking permit without charge, and, in general, take part in the social and ceremonial functions of the University. Persons with emeritus title may also march in academic processions such as commencement, and represent the University on appointment at academic ceremonies of other institutions. Spouses of retirees may also enroll in University courses free of charge.

9.2.5.4 In 1977-78, a joint faculty-administrative study committee will be established to examine early retirement options, with possible implementation in 1978-79.

9.2.6 Bookstore Discount

All faculty members and their spouses shall receive a ten (10) percent discount on all merchandise purchased at the Bookstore with the exceptions of items on sale and cap and gown rentals and purchases.

9.2.7 Tuition Remission

Bargaining unit faculty shall be able to enroll in courses that are not already filled without charge, with the provision that not more than four (4) hours of credit can be earned during any semester in which the faculty member has a full-time teaching load. Spouses of bargaining unit faculty shall likewise be able to enroll without charge for up to eight (8) credits each semester, spring or summer session, in courses which are not already filled.

9.2.8 Existing library and parking policies shall be modified only after prior consultation according to 1.5.2.

9.2.9 General Liability Insurance and Travel Liability Insurance

Faculty members are protected against loss due to personal injury or property damage to others, in accordance with the provisions of the University's General Liability Insurance Policy.

Faculty traveling by state car are covered by the State of Michigan's Travel Liability Insurance Policy.

ARTICLE X

DISCIPLINE AND DISMISSAL

Discipline, including disciplinary dismissal, may only be imposed for adequate cause. In case of disciplinary dismissal, written notice shall be given to the faculty member and, if the faculty member so desires and makes a written request within two (2) working days of such notice, the case shall be reviewed by the appropriate School Advisory Council or at a meeting of the faculty member, a representative of the Association, the department head and the dean. Either meeting shall take place within ten (10) working days after the faculty member's request, and disciplinary dismissal shall not take place until such meeting has occurred. It is understood that nonrenewal of a probationary appointment is not disciplinary action.

ARTICLE XI

DURATION OF AGREEMENT

This Agreement shall be in effect upon ratification by the Board and the Association and shall extend to June 30, 1980, provided, however, that salary increases shall be retroactive to the beginning of the 1977-78 academic year in the case of academic year appointments or July 1, 1977 in the case of twelve-(12) month appointments. Retroactive salary increases shall not apply to the 1977 Summer Session.

This Agreement shall continue in effect on a year-to-year basis after June 30, 1980 unless either party gives notice of intent to terminate the Agreement on that date or notice of intent to negotiate modifications of this Agreement pursuant to Section 1. 5. 3. In the event that the Board and the Association undertake such negotiations to modify this Agreement, it shall expire on June 30, 1980 unless it is extended for a specified period by mutual written agreement of the Board and the Association.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS:

AMERICAN ASSOCIATION OF
UNIVERSITY PROFESSORS,
NORTHERN MICHIGAN
UNIVERSITY CHAPTER

By _____
President

By _____
Chief Negotiator

BOARD OF CONTROL,
NORTHERN MICHIGAN UNIVERSITY

By _____
Provost and
Academic Vice President

By _____
Chief Negotiator

Ratified by the Association

on October 24, 1977

Approved by the Board

on October 31, 1977

MEMBERS OF THE NEGOTIATING TEAMS

AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS, NORTHERN MICHIGAN UNIVERSITY CHAPTER

Mr. Arnold A. Aho
Department of Economics

Mr. John P. Farrell
Department of Geography, Earth Science and Conservation

Mr. Steven M. Foulks
Department of Accounting and Finance

Dr. James P. Greene, Chief Negotiator
Department of Philosophy

Mrs. Susan J. Larson
Department of Sociology

BOARD OF CONTROL
NORTHERN MICHIGAN UNIVERSITY

Dr. Donald H. Baker
Assistant to the Provost

Mr. William H. Clark
Director of Personnel

Dr. Donald D. Heikkinen
Dean of the School of Arts and Science

Mr. Thomas P. Hustoles
University Counsel

Dr. Lowell G. Kafer
Dean of Students

Dr. Glenn R. Stevens, Chief Negotiator
Assistant Provost

APPENDIX A

Name: _____

Department: _____ Date: _____

FACULTY EVALUATION REPORT
NORTHERN MICHIGAN UNIVERSITY
Academic Year

This is a confidential evaluation report on a member of the Northern Michigan University faculty. Its content will not be divulged to persons not authorized to help prepare or read this report. Access to the personnel file of any member of the faculty shall be restricted to the faculty member, his/her department head, departmental evaluation committee, dean, School Advisory Committee, Faculty Review Committee, Provost, and President of the University, and the Board of Control and its counsel.

All persons having read any or all of this report who have not signed the last page as being one of those evaluating the faculty member must sign below:

Name	Position	Date

PART II ASSIGNED RESPONSIBILITIES

Enter the following information in the appropriate semester column.

	Winter -	Intersession/Summer -	Fall -
1. On-campus course taught. Course number, title, and number of sections.			
2. Off-campus courses taught. Course number, title, and number of sections.			
3. Number of Directed Studies.			
4. Number of assigned student advisees.			
5. Other assigned responsibilities, e.g., supervised student teaching, coaching, released time assignments.			

The faculty member is invited to attach any necessary explanation.

PART III OTHER UNIVERSITY COMMITMENTS

1. **Departmental Committees:**

2. **School Committees:**

3. **University Committees:**

4. **Service to University:**

The faculty member is invited to attach any supporting details.

PART IV PROFESSIONAL DEVELOPMENT

Describe your professional activities, noting in particular evidence of accomplishments and performance. Comment specifically on research, proposals submitted, or other scholarly activities completed or in progress during the evaluation period. Include professional affiliation, attendance at regional and national meetings, organization or participation in programs, work as a consultant, etc. Faculty who are expected to complete a terminal degree must specify a professional growth plan which includes a timetable for completing the terminal degree.

Signature of Faculty Member Date

DEPARTMENTAL EVALUATION COMMITTEE

Name of Faculty Member: _____

PART I ASSOCIATION AND EVALUATIVE CRITERIA

1. Departmental committee members participating in this evaluation. (type)

Name	Rank

2. A clear statement of the goals, objectives, expectations, and any special assignments against which the evaluation is to be made. This statement must be consistent with comparable statements in past evaluations and with the initial letter of appointment, as well as containing all conditions for continuing appointment.

PART II EFFECTIVENESS IN MEETING ASSIGNED RESPONSIBILITIES

1. The evaluating department will present convincing evidence as to the faculty members' teaching effectiveness, advisement, research, and other assignments. These sections must contain clearly stated references as to the source and quality of the data upon which the evaluation rests. This should include any input obtained directly from the faculty member which may be pertinent. Any problem concerning a faculty member's past performance raised on last year's evaluation must be discussed.

PART III EFFECTIVENESS OF FACULTY MEMBER'S OTHER COMMITMENTS TO THE UNIVERSITY

1. What evidence do you have of the quality of the faculty member's contribution to the University, on departmental committees, University committees, other service to the University?

PART IV THE FACULTY MEMBER'S PROFESSIONAL DEVELOPMENT

1. The evaluation of scholarship and professional development must be clearly related to the past and current statement of goals. This should include any input obtained directly from the faculty member which may be pertinent. The case of good scholarship and continuing professional development might include reference to the following areas as well as others: continuing education, summer school and institute work, publications, exhibits, public performances, and presented papers, continuing (unpublished) research, grant proposals, and other work, and faculty-student seminars. Any problem raised on last year's evaluation must be discussed.

2. What aspects of his/her performance could this faculty member improve to increase his/her contribution to the department and/or University?

3. What assistance has the department given the faculty member in order to make clear his/her role in the departmental goals and to assist him/her in making desirable improvements?

4. State what goals or standards would have to be achieved in order to be recommended for tenure and/or promotion? If tenure is recommended, or extension of the probationary period, or termination, include supporting rationale for the recommendation. If promotion is recommended, include supporting rationale for the recommendation.

PART V: SUMMARY: DEPARTMENTAL COMMITTEE RECOMMENDATIONS

_____ promotion to the rank of _____
_____ tenure
_____ already tenured
_____ continued annual appointment
_____ extension of probationary period to _____(date)
_____ termination recommended _____(effective date)

Signature(s) of those making this evaluation:

_____ _____
Department Head Date

_____ _____
Departmental Evaluation Committee Date

_____ _____
Departmental Evaluation Committee Date

_____ _____
Departmental Evaluation Committee Date

_____ _____
Departmental Evaluation Committee Date

The signature of the evaluated faculty member attests to the fact that he/she has received a copy of this evaluation and has been given an opportunity to discuss this report with his/her department head and departmental evaluation committee. The faculty member's signature does not imply agreement. It is understood that the faculty member has the right to and is, in fact, encouraged to attach to this report a statement of any evidence which supports the faculty member's position.

_____ _____
Evaluated Faculty Member Date

Attachments. (A list of supporting statements, non-concurrence, etc. The faculty member must receive a copy of any attachments.) Circle the number of those actually attached.

1. Attachments by the Faculty Member
2. Comments by the Department Head
3. Comments by the Dean
4. Statement(s) by other Faculty Members
5. Statement(s) by the School Advisory Council
6. Faculty Review Committee

_____ _____
Dean's Signature Provost's Signature

_____ _____
Date Date